

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 12/16/14

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CITY CLERK

CONTACT PERSON: RICK SCOTT PHONE: 213-978-1121

CONTRACT NO.: C-125070 COUNCIL FILE NO.: 12-0963

ADOPTED BY COUNCIL: 07/30/2014

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT

AMENDMENT NO. _____

ADDENDUM NO. _____

SUPPLEMENTAL NO. _____

CHANGE ORDER NO. _____

CONTRACTOR NAME: HOLLYWOOD MEDIA DISTRICT PROPERTY OWNERS ALLIANCE

TERM OF CONTRACT: 01/01/2015 THROUGH: 12/31/2024

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

Administration of the Hollywood Media District Business Improvement District 2015-2024

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

AGREEMENT TO ADMINISTER THE PROPERTY-BASED
BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. 6125070

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and the HOLLYWOOD MEDIA DISTRICT PROPERTY OWNERS ASSOCIATION, a California nonprofit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Hollywood Media District Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the Hollywood Media District Business Improvement District, with reference to the following facts:

RECITALS

- A. On July 30, 2014, the Los Angeles City Council ("City Council"), acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code ("Act"), adopted City Ordinance No. 183155 ("Ordinance"), which established the Hollywood Media District Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 12-0963).
- B. The Assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, which incorporates by reference the Management District Plan, except for any City costs or expenses, which are charged to the District by City for administration of the District program.
- C. The services and activities to be performed by Corporation are of a supplemental nature, such that were it not for the establishment of the District, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- D. City currently intends that the level of services presently being provided by City in the area within the District ("baseline service level") will not be affected by the establishment of the District or the levying of assessments.
- E. The City Council has authorized the Los Angeles City Clerk ("City Clerk"), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney, to execute and administer this Agreement for administration of the District program.
- F. Subsequent to adoption of said Ordinance by the Los Angeles City Council, and prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement including, but not limited to, the purchase of insurance as required in Section 8.1, herein.

NOW, THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements and representations set forth below, hereby promise, covenant, agree and represent as follows:

SECTION 1. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from January 1, 2015 to and including December 31, 2024, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. **PROGRAM IMPLEMENTATION AND OPERATION.** Corporation shall be fully responsible for developing, implementing, directing, and operating the District programs, improvements or activities as described in the Management District Plan set forth in Attachment 1, attached hereto and incorporated fully by reference. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status for the duration of this agreement.
- 2.2. **PROGRAM AND BUDGET REPORTS.** Corporation shall prepare and submit to the City Clerk quarterly activity reports and a planning report for each year for which Assessments are to be levied and collected by City. Corporation shall submit to the City Clerk various District program plans and reports, including the following:
 - A. **Planning Reports.** Corporation shall prepare and submit to the City Clerk a Planning Report for each fiscal year for which Assessments are to be levied and collected. The Planning Report shall be prepared in accordance with Section 36650 of the Act and shall contain all items required by said Section. The first Planning Report shall be submitted by November 1, 2015 and by November 1 of each subsequent fiscal year of District operations for which assessments are to be levied and collected. The District's "fiscal year" shall be from January 1 to and including December 31. These reports are subject to review, approval and or modification by the City Council.
 - B. **Quarterly Activity Reports.** Corporation shall submit quarterly activity reports. The report for January, February and March of each District operating year shall be submitted by April 30 of the subject year; the report for April, May and June by July 31 of the subject year; the report for July, August and September by October 31 of the subject year; and the report for October, November and December by January 31 of the subsequent year. The Quarterly Activity reports shall describe the status and progress of the various District programs, improvements and activities as described and referenced in the Management District Plan and subsequent Planning Reports. The Quarterly Activity Report shall be written in narrative summary form and include summary statistical and financial data.
- 2.3. **FINANCIAL STATEMENTS.** For each fiscal year, Corporation shall submit to the City Clerk a full disclosure financial statement covering the fiscal year with a Certified Public Accountant's review report. Corporation shall include with its financial statement a report of Corporation's activities, including but not limited to those activities listed in the Planning Report for that fiscal year. The first financial statement shall be submitted to the City Clerk by May 1, 2016, and by May 1 of each subsequent fiscal year.
- 2.4. **PROGRAM COORDINATION.** Corporation shall render services in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Management District Plan and this Agreement.
- 2.5. **SUPPORT SERVICES.** Corporation assumes responsibility for the contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.
- 2.6. **LIAISON WITH COMMUNITY.** Corporation shall maintain an ongoing liaison relationship with the community. Corporation's responsibilities encompass the following areas:

- A. **Public Meetings.** Corporation shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing by Corporation to all assessed property owners in the District. This meeting will be conducted at a location within the District, in order to allow the property owners to meet other District members as well as to familiarize themselves with Corporation, its functions and its officers. At these meetings District members shall have the opportunity to express to Corporation their desires and concerns relating to the District.
- B. **Newsletters.** Corporation shall prepare a District newsletter to be produced on a quarterly basis, at a minimum, and shall distribute this newsletter to all assessed property owners in the District. Corporation may, at Corporation's option, provide the newsletter by standard mail or electronic transmission. The newsletter will be designed to facilitate and maximize the exchange of information between Corporation, City, and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk for reference.
- C. **Other Events.** Corporation shall organize at their discretion other events and activities that involve District members and further the goals and objectives described in the Management District Plan.

2.7. **BUDGET.** Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Planning Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Planning Reports were the best estimates of the cost of those programs, improvements or activities at the time those estimates were made. Deviations from those estimates may be anticipated. City and Corporation also agree that the programs, improvements and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use its best efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. If Corporation decides to make any changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. In no event may Corporation spend more than the total amount budgeted in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.

2.8. **ASSESSMENT RECORDS.** Corporation shall maintain a complete database or other comprehensive listing, current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and situs address of all parcels in the District; the name and address of the legal owner of each parcel; the amount of Assessment levied upon each parcel; the proportionate financial obligation of the Assessment levied upon each parcel, in relation to the entire District Assessment; and, the Assessment calculations for each parcel, including all variables used in the calculation of the Assessment. Said database shall be updated at least once each year during District operations to reflect changed conditions such as parcel consolidation and to accurately reflect the status of the assessed individual parcels as provided in the Management District Plan. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by property owners in the District during regular business hours.

2.9. **ANNUAL ASSESSMENT PREPARATION.** Beginning June 1, 2015, and by June 1 of each subsequent fiscal year, Corporation shall supply the City Clerk with Assessment data for placement on the Los Angeles County Assessor tax roll for the subsequent tax year, in a format to be prescribed by the City Clerk. The Assessment data shall include the following: Assessor Parcel Numbers of all parcels in the District; the amount of Assessment to be levied upon each parcel; exemption documentation acceptable to the City Clerk, the Assessment calculations for each

parcel, including all variables used in the determination of the Assessment, and other information which the City Clerk may require. Any corrections or adjustments to the annual assessment transmittal, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City Clerk, Corporation hereby agrees to promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional related documentation. If City agrees, any errors caused by City in transmitting or calculating Corporation supplied data will result in an immediate correction and re-transmission by City.

SECTION 3. CITY RESPONSIBILITIES

The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:

- A. Make reasonable efforts to effect the timely collection of the annual assessment, including City assessments and direct billed assessments;
- B. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such assessments;
- C. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;
- D. Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to assessment in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;
- E. Direct the Corporation to recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- F. Recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- G. Any of the actions by the City Clerk mentioned in this Section may require a written request from Corporation to conduct the investigation; additional related documentation, such as a written request from the affected property owner, may also be required. All City Clerk costs associated with such supplemental investigations may be recovered from the District Assessments collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Sections 6.1 through 6.4 of this Agreement.

SECTION 4. AVAILABILITY OF DOCUMENTS

The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and to provide copies for official

City records upon request from the City Clerk.

SECTION 5. DISBURSEMENTS

- 5.1. Based upon the annual assessments as listed in the Management District Plan or Planning Reports, and with the exception of recoverable City costs and net of any County charges or supplemental City service fees, loans or advances, City shall disburse to Corporation the actual revenues received from District assessments. Assessment revenues shall be disbursed to the Corporation by City periodically throughout each year as close to the time City receives such revenues from the County.
- 5.2. The City Clerk will notify Corporation of the amount of funds available within twenty (20) business days of the date of receipt of a transmittal of funds to City from the County of Los Angeles, or the receipt of funds through the direct billing by City of public agencies or other entities. Corporation will deliver an invoice to the City Clerk requesting such funds. The City Clerk agrees to pay Corporation the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 2 of this Agreement and except in the case of circumstances beyond the control of the City Clerk. City shall not be responsible for delays in disbursements to Corporation due to delays in funds transmittals by County or payment delays by other public entities, organizations or agencies.
- 5.3. The City Clerk will notify Corporation of the amount of delinquent assessments and penalties, if any, that have been collected and are available to Corporation for the improvements and activities. Corporation will invoice City for the amount of delinquent assessments. The City Clerk agrees to pay Corporation the amount due to Corporation within ten (10) business days of receiving the invoice for the delinquent assessments that have been recovered, subject to Corporation's compliance with its responsibilities under provisions of this Agreement and except in the case of circumstances beyond the control of the City Clerk. The City Clerk will so notify Corporation of these assessments when the amounts collected exceed five hundred dollars (\$500).
- 5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments, if the City Clerk finds that Corporation is not properly administering the budget in accordance with the Ordinance, Planning Report, and Subsections 2.2, 2.3, 2.6 (A) & (B), 2.8 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement, the Management District Plan, and the Planning Report, and in compliance with the Act). The City Clerk will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 2 of this Agreement, the Ordinance, Management District Plan, and Planning Report. The City Clerk and Corporation will immediately attempt to cure the problems if, at the City Clerk's discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with California Streets and Highways Code, Section 36670 or other applicable law, or to invoke other appropriate remedies, including termination of this agreement.
- 5.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any such change in corporation status.

SECTION 6. COSTS AND EXPENSES

- 6.1. RECOVERABLE COSTS. The recoverable City costs associated with the District's billing, account

maintenance, program and report reviews as well as liaison activities, assistance to the Corporation and general administration, will be reimbursed to City. City shall deduct recoverable City costs from the District's special fund. Such costs may be withheld by the City Clerk prior to making any distribution of funds to Corporation.

- A. The recoverable City costs are reimbursable from the assessment revenues each year of the District's operation. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs. The recoverable City costs are two percent (2.00%) of the total annual assessments, plus an additional one percent (1.00%) for departmental costs associated with the direct billing of BID stakeholders. For the first fiscal year estimated recoverable costs will be \$21,116.43.
- B. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable costs and expenses, and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on the Corporation during a current fiscal year, such that the change would require additional funds to be paid to City. Any such change shall be made through a written amendment to this Agreement, consistent with Section 22 ("Amendment") below.

6.2. STANDARD CITY FEES. All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1, 6.3 and 6.4 of this Agreement.

6.3. SUPPLEMENTAL CITY FEES. Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.2. of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in Sections 6.1, 6.2 and 6.4 of this Agreement.

6.4. LOS ANGELES COUNTY FEES. All fees and costs charged to City by the County of Los Angeles for processing or adjusting Assessments or Assessment data, including, but not limited to District report preparation fees, supplemental billing fees and technical, research or systems expenses, shall be deducted from Assessments collected. Such fees are in addition to the costs and fees shown in Sections 6.1 through 6.3 of this Agreement.

SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form. Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.

7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Section 7.1 of this Agreement.

SECTION 8. INSURANCE

8.1. General Conditions

A. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation but not less than the amounts and types listed on Form General 146 (Rev. 03/09) (attached hereto as Exhibit 1). Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 (Rev. 03/09) (included in Exhibit 1) and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

8.2 Modification of Coverage

A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Corporation due to market-wide unavailability of coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

8.3. Failure to Procure Insurance

A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect

City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

SECTION 9. NOTICES

9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City: Miranda Paster, Division Manager
Neighborhood and Business Improvement District Division
Office of the City Clerk
200 North Spring Street, Room 224
Los Angeles, California 90012

Attn: Special Assessments Section
Phone (213) 978-1099 / Fax (213) 978-1130

Corporation: Michael Malick, President
Hollywood Media District Property Owners Alliance
1304 N. Highland Ave., PMB #200
Los Angeles, California 90028

Phone (323) 860-0088 / Fax (323) 860-0089

9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.

SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Section 36671 of the Act.

SECTION 11. CONFLICT OF INTEREST

11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or

employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.

- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Planning Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

SECTION 13. GENERAL FUND NOT LIABLE

- 13.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.
- 13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.

SECTION 14. CORPORATION NOT AGENT OF CITY

Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

SECTION 15. TERMINATION

- 15.1. City may terminate this Agreement for City's convenience at any time by giving Corporation thirty (30) days written notice thereof. Upon receipt of said notice, Corporation shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Corporation to effect such termination. Thereafter, Corporation shall have no further claims

against City under this Agreement.

- 15.2. City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with the management of the District. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that “[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council... [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.” Cal Sts & Hy Code § 36670(a)(1). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 days to respond in writing to City’s notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if Corporation ceases to be a non-profit or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this section, City may procure upon such terms and in such manner as City may deem appropriate, services similar in scope and level of effort to those terminated, and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such services.
- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, including the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION 16. BROWN ACT AND PUBLIC RECORDS ACT

- 16.1. The Board of Directors of Corporation is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.
- 16.2. Notwithstanding Section 16.1 above, the Board of Directors of Corporation, when hearing, discussing, deliberating, and taking actions on matters within the subject matter of the District or that are covered under this Agreement, will comply with the provisions of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950 of Part 1 of Division 2 of Title 5 of the Government Code).
- 16.3. Notwithstanding Section 16.1 above, Corporation and the Board of Directors are also subject to and must comply with the California Public Records Act (Chapter 3.5, commencing with Section 6250 of Division 7 of Title 1 of the Government Code).

SECTION 17. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

SECTION 18. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

SECTION 19. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

SECTION 20. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Corporation by the person or persons authorized to bind the Corporation hereto;
- B. This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form;
- D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.

SECTION 21. INTEGRATED CONTRACT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 22 hereof.

SECTION 22. AMENDMENT

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

SECTION 23. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said

party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

SECTION 24. WAIVER

A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

SECTION 25. INDEPENDENT CONTRACTOR

The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

SECTION 26. PERMITS

The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required therefore. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

SECTION 27. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Corporation shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Corporation shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Corporation shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The Corporation shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Corporation relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Corporation to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Corporation to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Corporation's Agreement with the City.

SECTION 28. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

The Corporation represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Corporation shall maintain, or obtain as necessary, all such Certificates required of it under said

ordinance and shall not allow any such Certificate to be revoked or suspended.

SECTION 29. BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

SECTION 30. INDEMNIFICATION

- 30.1 **INDEMNIFICATION OF CORPORATION BY CITY.** City undertakes and agrees to defend, indemnify, and hold harmless Corporation and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.
- 30.2 **INDEMNIFICATION OF CITY BY CORPORATION.** Corporation undertakes and agrees to defend, indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 31. AMERICANS WITH DISABILITIES ACT

Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Corporation will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

SECTION 32. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty

calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

SECTION 33. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

SECTION 34. WARRANTY AND RESPONSIBILITY OF CORPORATION

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

SECTION 35. SIGNATURE AUTHORITY

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

SECTION 36. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

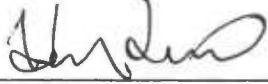
(Signature page follows)

✓ ✓ ✓

IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and the HOLLYWOOD MEDIA DISTRICT PROPERTY OWNERS ALLIANCE for administration of the Hollywood Media District Business Improvement District on behalf of the parties to this Agreement.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Office of the City Clerk

By: 
HOLLY L. WOLCOTT
City Clerk
Date: 12/11/2014

CORPORATION:

HOLLYWOOD MEDIA DISTRICT PROPERTY OWNERS ALLIANCE, a California non-profit corporation

By: 
MICHAEL MALICK

Its: President

Date: 6 Nov 14

By: 
LAURIE GOLDMAN

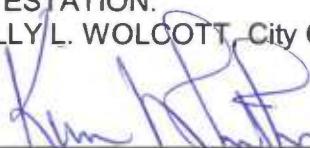
Its: Treasurer

Date: November 9, 2014

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
Deputy City Attorney
Date: 12-2-14

ATTESTATION:
HOLLY L. WOLCOTT, City Clerk

By: 
Deputy
Date: 12/11/14



Council File No. 12-0963

C125070

HOLLYWOOD MEDIA DISTRICT

PROPERTY AND BUSINESS IMPROVEMENT DISTRICT
(BID)

RENEWED MANAGEMENT DISTRICT PLAN

*Being Renewed Under California Streets and Highways Code Section 36600 et seq.
Property and Business Improvement District (BID) Act of 1994*

*Prepared for:
Hollywood Media District*

Prepared By:

Edward Henning & Associates

May 8, 2014

V 4.06

RENEWED MANAGEMENT DISTRICT PLAN

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I. MANAGEMENT PLAN SUMMARY

The Hollywood Media District (HMD) property-based Business Improvement District (BID) is being renewed for a 10 year period by a consortium of business and property owners within the HMD. The HMD is anchored by numerous large television and motion picture studios, performing arts theaters and related media support industries. The HMD BID was originally formed in 1999 for a 5 year term and was renewed and expanded in 2004 for another 10 year term. The purpose of the HMD BID renewal is to continue to provide and manage supplemental services and programs for this important business center, including a "clean and safe" program, a marketing/improvement program, and related management. The BID renewal will enable the District property owners, working as a unit, to continue funding needed property related services and programs above what can be provided by tax supported City of Los Angeles base level services.

Name: The name of the District is the Hollywood Media District Business Improvement District (HMD BID).

Location: The HMD BID is centered along Santa Monica Boulevard and Highland Avenue and is bounded roughly by La Brea Boulevard on the west, Lexington/DeLongpre Avenues on the north, Vine Street on the east and Wilshire/Melrose Avenues on the south.

Zones: While there is only one benefit zone within the renewed District, there are premium streetscape service areas for parcels with street frontages along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue. The premium streetscape service area frontages require higher levels of programmed and responsive streetscape service than other "standard" area frontages in order to maintain a high-quality level of cleanliness and appearance along these high activity pedestrian corridors.

Services: Streetscape, security, marketing/improvements and related management and operation services.

Finance: Benefit assessment of 526 parcels of real property. This includes three expansion areas comprised of 34 parcels.

Budget: BID assessment revenue for Year 1-2015 is projected to be \$1,056,236. Additional Year 1 revenues of approximately \$32,667 will fund 3% in general benefit costs, and will be derived from other non-assessment sources for a total projected Year 1 budget of approximately \$1,088,903.

Formula: Year 1 –2015 regular property assessment rates per parcel are 6.715 cents per square foot of land, plus 6.715 cents per square foot of building, plus \$5.50 per linear foot of street frontage along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue and \$2.75 along all other street frontages within the BID. An overall building area cap of 2 times the land area (i.e. floor area ratio - F.A.R.) shall be used for calculating the building area portion of assessments. Land area assessment rates for completely enclosed campus-like complexes shall be reduced to 50% between 100,000 and 200,000 sq ft and 0% over 200,000 sq ft.

Cap: Assessment increases are capped at a maximum of 3% per year.

Renewal: District renewal is a two-step process. First, petitions signed by District property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the District renewal. Returned ballots in support of the District renewal must outweigh those in opposition based on the amount of assessment to be levied.

Duration: The renewed BID will have a term of ten (10) years. After ten years, the petition and balloting process must be repeated in order to renew the district and continue to levy assessments.

II. BUSINESS IMPROVEMENT DISTRICT BOUNDARIES

Setting

The HMD BID is located in the Hollywood area of Los Angeles just south of the famous Sunset Boulevard and Hollywood Boulevard entertainment corridors, just east of the West Hollywood City limit, north and northeast of the also famous Melrose Avenue shopping and dining corridor and west of Vine Street. The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, live-work lofts, commercial parking, government and a few scattered residential units. (See Benefit Analysis section starting on page 12 of the Engineer's Report for a detailed discussion of special benefits for each land use category). The HMD BID is anchored by several large campus-like television and motion picture studios and hundreds of media support and design oriented businesses and facilities. Also located within the HMD BID along Santa Monica Boulevard is "Theatre Row Hollywood" which features a dozen live theaters with over 20 stages that feature dramatic plays, musicals and comedies. There are also several night clubs featuring live music and dancing. Interwoven around this commercial-industrial District are pockets of mature residential neighborhoods ranging from single family dwellings to multi-unit apartment buildings. More recently, there have been newer work-live "loft" condominiums built along the commercial-industrial streets within the HMD BID which house media related businesses with ancillary built-in residential components. In addition, there are at least two proposed large mixed-use developments within the HMD BID with primary ground floor commercial uses and secondary multi upper floor apartment units.

State PBID Law (Section 36632 Streets and Highways Code) states: Properties zoned solely for residential use.....are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessments pursuant to this part." Based on this State Law provision, the HMD BID boundaries are intentionally scribed to exclude parcels zoned solely residential since State Law conclusively presumes that such parcels will not benefit from BID funded improvements and services and cannot be assessed. No direct or tangible BID funded services and improvements will be provided to these parcels nor will any special benefits be conferred upon them.

It is noted that this section of State Law does not address the actual land use on parcels zoned solely residential; only the underlying zoning designation. There are several parcels on the perimeter of the HMD BID that are zoned solely residential but have commercial-industrial land uses. But for their underlying residential zoning, these parcels would be included in the HMD BID. Since State Law conclusively presumes that they will not benefit from BID funded improvements and services by virtue of their underlying zoning designation, they are excluded. No direct or tangible BID funded services and improvements will be provided to such parcels nor will any special benefits be conferred upon them.

The above-cited "zoned solely residential" assessment exemption does not apply to residential land uses on non-residential zoned parcels. In the opinion of the Engineer with nearly 40 years of professional assessment engineering experience and based on the nature of the services funded and provided by the HMD BID (over 95% allocated to "clean and safe and related administration"), residential land uses that are located within the HMD BID will receive proportionate special benefits from direct and tangible BID services and will be proportionately assessed as noted within this Plan and the attached Engineer's Report. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents within the HMD BID by reducing crime, litter and debris, all considered detractions to commerce, occupancy rates, livability and investment return if not contained and properly managed.

Boundary Justification

The perimeter boundary of the renewed Hollywood Media District BID is generally bounded by Lexington/DeLongpre Avenues on the north, Vine Street on the east, Melrose/Wiloughby Avenues on the south and La Brea Avenue on the west. Due to several legal and land use related circumstances the actual HMD BID boundaries within the broadly defined limits described above are irregular. These special circumstances are described as follows:

Northern Boundary

1. Along the north, all parcels lying generally between DeLongpre and Lexington between La Brea and Vine, except along Highland, Vine and La Brea are residentially zoned and developed and precluded from BID assessments by virtue of State Law and will have no special benefits conferred on them, and thus, are not included in the HMD BID. A few unique situations are described as follows:
 - a. There is a 36 unit apartment building located at the northern HMD BID boundary on the west side of Orange north of Santa Monica Blvd. This apartment complex straddles three parcels – APN 5532-016-024, 025 and 034. The first 2 parcels, APN 5532-016-024 and 025 (northern-most) are zoned LAR3 (solely residential and precluded by State Law from being assessed). The third parcel is zoned LAC2 and while it could be assessed, is tied developmentally to two non-assessable parcels to the north. It is the opinion of the Engineer that all 3 parcels should be excluded from inclusion in the HMD BID by virtue of the residential land use, the predominant underlying residential zoning designation which is precluded by State Law from being assessed and the location on the northern HMD BID perimeter boundary. No direct or tangible BID funded services and improvements will be provided to these parcels nor will any special benefits be conferred upon them.
- b. APN 5532-006-028 extends from Highland to Citrus just north of Lexington. The east part of this parcel is Zoned LAC2 and the west part, a parking lot, is zoned LAR3 (solely residential and precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LAR3 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the western part of this parcel with Citrus frontage nor will any special benefits be conferred upon it.
- c. APN 5532-005-040 extends from Highland east to McCadden. The west part of this parcel is Zoned LAC2 and the east part, private classroom buildings, is zoned LARD1.5 (solely residential and precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LARD1.5 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the eastern part of this parcel with McCadden frontage nor will any special benefits be conferred upon it.
- d. APN 5532-005-041 extends from Highland east to McCadden. The west part of this parcel is Zoned LAC2 and the east part, a parking lot is zoned LARD1.5 (solely residential and precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LARD1.5 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the eastern part of this parcel with McCadden frontage nor will any special benefits be conferred upon it.
- e. The four parcels on the east side of Seward just south of Lexington are Zoned M1 – APN 5533-011-013, 014, 015, and 016. The latter 3 parcels contain multi-unit residential apartments and the former (the northern-most) a parking lot. It is the opinion of the Engineer that these four parcels represent the beginning of the residential neighborhood to the north and east of this location and have no relationship to the television and movie studio and related media land uses within the core HMD BID. For this reason, these parcels are excluded from inclusion in the HMD BID. No direct or tangible BID funded services and improvements will be provided to these four parcels nor will any special benefits be conferred upon them.
2. While much of the area along Highland north of DeLongpre is commercially developed, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found south of DeLongpre along Highland and throughout the balance of the HMD BID. These general automobile oriented commercial parcels north of DeLongpre do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible

BID funded services and improvements will be provided to parcels north of DeLongpre nor will any special benefits be conferred upon them.

Eastern Boundary

3. While much of the area on the east side of Vine and Santa Monica east of Vine is commercial in nature, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found throughout the HMD BID. These general automobile oriented commercial parcels east of Vine do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels east of Vine nor will any special benefits be conferred upon them.

Southern Boundary

4. Along the south, parcels generally between Willoughby and Melrose between La Brea and Vine, except along Highland, Seward, Cole, Calmenga and Vine are all zoned solely residential and precluded by State Law from BID assessments, and thus, are not included in the HMD BID.
5. While much of the area along Melrose is commercially developed, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found throughout the HMD BID. These general automobile oriented commercial parcels along Melrose and south do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels along Melrose and south nor will any special benefits be conferred upon them.

Western Boundary

6. While both sides of La Brea between Romaine and DeLongpre are commercially developed, they lie within the City of West Hollywood and cannot, without consent of the West Hollywood City Council, be included within a City of Los Angeles business improvement district. Since there is no such consent, parcels located within the City of West Hollywood are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels within the City of West Hollywood nor will any special benefits be conferred upon them.

Miscellaneous Boundary Discussion

7. Two existing property BIDs border the HMD BID – the Sunset and Vine BID on the northeast, and the Melrose Avenue BID on the southwest. State Law precludes two property BIDs from overlapping, and thus, any parcels located within these other BIDs are not included in the HMD BID.
8. Proposed expansion area #1 includes 15 parcels on the block west of the current HMD BID boundary bounded by La Brea, Willoughby, Formosa and Romaine. This block currently reflects similar media related industrial/commercial land uses to those on the east side of La Brea. It is the opinion of the Assessment Engineer that these 15 parcels would receive special benefit from BID funded services.
9. Proposed expansion area #2 includes 3 commercial parcels on the block southeast of the current HMD BID boundary, bounded roughly by Vine, Melrose, Lillian Way and Waring. This block reflects similar commercial land uses to those along the west side of Vine within the HMD BID. It is the opinion of the Engineer that these 3 commercial parcels would receive special benefit from BID funded services. It is noted that 2 other parcels on the northwest portion of this block, while zoned LAC2, contain multi-unit residential apartments. It is the opinion of the Engineer that these 2 parcels represent the beginning of the residential neighborhood to the west of this location and have no relationship to the television and movie studio and related media land uses within the core HMD BID. For this reason, these parcels are excluded from inclusion in the HMD BID. No direct or tangible BID funded services and improvements will be provided to these 2 parcels nor will any special benefits be conferred upon them.
10. Proposed expansion area #3 includes 16 parcels on the block of Highland Avenue north of the current HMD BID boundary between Fountain and DeLongpre. This block currently reflects similar media related industrial/commercial land uses to those along Highland Avenue south of Fountain. It is the opinion of the Assessment Engineer that these 16 parcels would receive special benefit from BID funded services.

Boundary Description:

The boundary of the renewed Hollywood Media District Business Improvement District and parcels within it are shown on the map of the HMD BID attached as Appendix 2 to this Plan along with a Map Number Index tying map numbers with Assessor Parcel Numbers and site addresses. The exterior perimeter boundaries, including 3 expansion areas, are more specifically described as follows:

Northern Boundary

Beginning at the northwest corner of the HMD BID, at the northwest corner of APN 5531-013-021; thence east from the point of beginning along the segmented northern property line of said APN 5531-013-021 to the segmented western property line of said APN 5531-013-021; thence north along said 5531-013-021 segmented western property line of said APN 5531-013-021 to the segmented northern property line of said APN; thence

east along said segmented northern property line of said APN 5531-013-021 past the centerline of Sycamore Avenue to the northern property line of APN 5532-016-029, continuing east along said northern property line of said APN 5532-016-029 to the eastern property line of said APN 5532-016-029; thence south along said eastern property line of said APN 5532-016-029 to the northern property line of APN 5532-016-027; thence east along said northern property line of said APN 5532-016-027 to the centerline of Orange Dr; thence north from this point to the westerly prolongation of the northern property line of APN 5532-017-020; thence east along said northern property line of said APN 5532-017-020 to the western property line of APN 5532-017-019; thence north along said western property line of said APN 5532-017-019 to the centerline of Lexington Avenue; thence east along said centerline of Lexington Avenue to the southerly prolongation of the western property line of APN 5532-006-028; thence north from that point along said western property line of said APN 5532-006-028, bisecting said APN 5532-006-028 to the western property line of APN 5532-006-007; thence north along said western property line of said APN 5532-006-007, continuing north along the western property lines of APN 5532-006-029, APN 5532-006-024 and APN 5532-006-001 to the centerline of Fountain Avenue; thence west to the intersection of the southerly prolongation of the centerline of that alley lying parallel to and west of Highland Avenue; thence north from that point along said alley centerline to the centerline of Delongpre Avenue; thence east from that point along said Delongpre Avenue centerline, across Highland Avenue to the northerly prolongation of that alley lying parallel to and east of Highland Avenue; thence south from that point along said alley centerline to the centerline of Fountain Avenue; thence west along said Fountain Avenue centerline to the northerly prolongation of the eastern property line of APN 5532-005-028; thence south from that point along said eastern property line of said APN 5532-005-028, bisecting APN 5532-005-040 to the eastern property line of APN 5532-005-004; thence south from that point along said eastern property line of said APN 5532-005-004, continuing south along the eastern property line of APN 5532-005-032, bisecting APN 5532-005-041 and continuing along the eastern property line of APN 5532-005-041, APN 5532-005-011 and APN 5532-005-013 to the centerline of Lexington Avenue; thence east from that point along said centerline of Lexington Avenue to the centerline of Seward Street; thence south from that point along said centerline of Seward Avenue to the westerly prolongation of the northern property line of APN 5533-011-021; thence east from that point along said northern property line of APN 5533-011-021 to the eastern property line of said APN 5533-011-021; thence south along said eastern property line of said APN 5533-011-021, continuing south along the eastern property line of APN 5533-011-020 to the northern property line of APN 5533-011-003; thence east along said northern property line of said APN 5533-011-003, continuing across Hudson Avenue and along the northern property line of APN 5533-010-041 to the western property line of APN 5533-010-017; thence north along said western property line of said APN 5533-010-017 to the northern property line of said APN 5533-010-017; thence east along said northern property line of said APN 5533-010-017 to the centerline of Wilcox Place; thence north along said centerline of Wilcox Place to the westerly prolongation of the northern property line of APN 5533-010-005; thence east from that point along said northern property line of said APN 5533-010-005 to the centerline of Wilcox Avenue; thence north from that point to the westerly prolongation of the northern property line of APN 5533-009-902; thence east from that point along said northern property line of

said APN 5533-009-902, continuing along the northern property line of APN 5533-009-031 and APN 5533-009-030 to the centerline of Cole Avenue; thence south from that point to the centerline of that alley lying parallel to and north of Santa Monica Boulevard; thence east along said alley centerline across Calmenga Boulevard, continuing along the northern property line of APN 5533-008-024 to the eastern property line of said APN 5533-008-024; thence south along said eastern property line of said APN 5533-008-024 to the northern property line of APN 5533-008-011; thence east along said northern property line of said APN 5533-008-011, continuing along the northern property line of APN 5533-008-012 to the centerline of Lillian Way; thence south from that point along said centerline of Lillian Way to the westerly prolongation of the northern property line of APN 5533-007-013; thence east from that point along said northern property line of said APN 5533-007-013, continuing along the northern property line of APN 5533-007-012, APN 5533-007-035, APN 5533-007-034 and APN 5533-007-032 to the centerline of Vine Street.

Eastern Boundary

Beginning at the northeast corner of the HMD BID, a point along the centerline of Vine Street and the eastern prolongation of the northern property line of APN 5533-007-032; thence south along said centerline of Vine Street to the centerline of Waring Avenue; thence west along said centerline of Waring Avenue to the centerline of Lillian Way; thence south along said centerline of Lillian Way to the easterly prolongation of the southern property line of APN 5533-032-025; thence west along said southern property line of said APN 5533-032-025 to the eastern property line of APN 5533-032-002; thence south along said eastern property line of said APN 5533-032-002, continuing along the eastern property line of APN 5533-032-003, APN 5533-032-004, APN 5533-032-005, APN 5533-032-029, APN 5533-032-030, APN 5533-032-009 and APN 5533-032-011 to the northern property line of APN 5533-03-014; thence east along said northern property line of APN 5533-03-014 to the centerline of Lillian Way; thence north along said centerline of Lillian Way to the westerly prolongation of the northern property line of APN 5533-031-030; thence east along said northern property line of APN 5533-031-030 to the western property line of APN 5533-031-024; thence north along said western property line of APN 5533-031-024 to the centerline of Lillian Way; thence east along said centerline of Lillian Way to the centerline of Vine Street; thence south along said centerline of Vine Street to the centerline of Melrose Avenue.

Southern Boundary

Beginning at the southeast corner of the HMD BID, the intersection of the centerline of Vine Street and Melrose Avenue; thence west along said centerline of Melrose Avenue to the centerline of Cole Avenue; thence north from this point along said centerline of Cole Avenue to the centerline of Willoughby Avenue; thence west from this point along said centerline of Willoughby Avenue to the southerly prolongation of the western property line of APN 5533-021-012; thence north along said western property line of said APN 5533-021-012, continuing along the western property line of APN 5533-021-011, APN 5533-021-010, APN 5533-021-009, APN 5533-021-008, APN 5533-021-028, APN 5533-021-005, APN 5533-021-037, APN 5533-021-002 and APN 5533-021-030; across Romaine Avenue and continuing along the western property line of APN 5533-014-020, APN

5533-014-008, APN 5533-014-024, APN 5533-014-023, APN 5533-014-005, APN 5533-014-901 and APN 5533-014-900 to the southern property line of APN 5533-014-001; thence west from this point along said southern property line of said APN 5533-014-001, continuing along the southern property line of APN 5533-014-002 to the centerline of Wilcox Avenue; thence north from this point along said centerline of Wilcox Avenue to the prolongation of the southern property line of APN 5533-013-001; thence west from this point along said southern property line of said APN 5533-013-001, continuing along the southern property line of APN 5533-013-002, APN 5533-013-028 and APN 5533-013-005 to the centerline of Hudson Avenue; thence north from this point along said centerline of Hudson Avenue to easterly prolongation of the southern property line of APN 5533-012-028; thence west from this point along said southern property line of APN 5533-012-028, continuing along the southern property line of APN 5533-012-002 to the eastern property line of APN 5533-012-032; thence south from this point along said eastern property line of said APN 5533-012-032, continuing south along eastern property line of APN 5533-012-022, APN 5533-012-021, APN 5533-012-020, APN 5533-012-019, APN 5533-012-018, APN 5533-012-017 and APN 5533-012-025 to the centerline of Romaine Street; thence east along said centerline of Romaine Street to the centerline of Hudson Avenue; thence south from this point along said centerline of Hudson Avenue to the easterly prolongation of the southern property line of APN 5533-023-003; thence west from this point along said southern property line of APN 5533-023-003 to the eastern property line of APN 5533-023-026; thence south from this point along said eastern property line of said APN 5533-023-026, continuing south along eastern property line of APN 5533-023-027, bisecting said APN 5533-023-027 in two places, continuing across Willoughby Avenue and the eastern property line of APN 5533-025-018, APN 5533-020-017, APN 5533-020-028, APN 5533-020-025, APN 5533-020-026, APN 5533-020-013, APN 5533-020-012, APN 5533-020-011, APN 5533-020-010, APN 5533-020-009, APN 5533-020-008, continuing across Waring Avenue and south along the eastern property line of APN 5533-036-024, APN 5533-036-023, APN 5533-036-022, APN 5533-036-021, APN 5533-036-026, APN 5533-036-017, APN 5533-036-016 and APN 5533-036-015 to the northern property line of APN 5533-036-025; thence east from this point along said northern property line of said APN 5533-036-025 to the centerline of Hudson Avenue; thence south along said centerline of Hudson Avenue to the centerline of Melrose Avenue; thence west from this point along said centerline of Melrose Avenue to the southerly prolongation of the western property line of APN 5533-037-024; thence north from this point along said western property line of said APN 5533-037-024, continuing north along the western property line of APN 5533-037-023, APN 5533-037-005, APN 5533-037-004, APN 5533-037-003, APN 5533-037-002, APN 5533-037-001, across Waring Avenue, continuing north along the western property line of APN 5533-024-026, APN 5533-024-004, APN 5533-024-003, APN 5533-024-023, APN 5533-024-0029, APN 5533-024-0028, APN 5533-024-021, APN 5533-024-020, and APN 5533-024-001 to the centerline of Willoughby Avenue; thence east along said centerline of Willoughby Avenue to the southerly prolongation of the western property line of APN 5532-015-048; thence north from this point along said western property line of said APN 5532-015-048, continuing north along western property line of APN 5532-015-047 and APN 5532-015-046 to the centerline of Barton Avenue; thence west from this point along said centerline of Barton Avenue to the centerline of Las Palmas Avenue;

thence south from this point along said centerline of Las Palmas Avenue to the centerline of Willoughby Avenue; thence west along said centerline of Willoughby Avenue to the northern prolongation of the centerline of that alley lying parallel to and east of Highland Avenue; thence south from this point along said alley centerline to the centerline of Melrose Avenue; thence west from this point along said centerline of Melrose Avenue to the centerline of Citrus Avenue; thence north from this point along said centerline of Citrus Avenue to the centerline of that alley lying parallel to and north of Melrose Avenue; thence east along said alley centerline to the centerline of that alley lying parallel to and west of Highland Avenue; thence north from this point along said alley centerline to the centerline of Willoughby Avenue; thence west along said centerline of Willoughby Avenue to the centerline of Citrus Avenue; thence north from this point along said centerline of Citrus Avenue to the eastern prolongation of the southern property line of APN 5532-011-044; thence west along said southern property line of said APN 5532-011-044, continuing across Mansfield Avenue, west along the southern property line of APN 5532-010-064 and APN 5532-010-057, continuing across Orange Dr, west along the southern property line of APN 5532-010-052 and APN 5532-010-047 to the centerline of Sycamore Avenue; thence south from this point along said centerline of Sycamore Avenue to the centerline of Willoughby Avenue; thence west from this point along said centerline of Willoughby Avenue to the centerline of Formosa Avenue.

Western Boundary

Beginning at the southwest corner of the HMD BID, the intersection of the centerlines of Willoughby Avenue and Formosa Avenue; thence north from this point along the centerline of Formosa Avenue to the centerline of Romaine Avenue; thence east from this point along said centerline of Romaine Avenue to the southern prolongation of the western property line of APN 5531-014-014; thence north from this point along said western property line of said APN 5531-014-014, continuing along the western property line of APN 5531-014-013, APN 5531-014-012, APN 5531-014-023, APN 5531-014-009 and APN 5531-014-008 to the centerline of that alley lying parallel to and south of Santa Monica Boulevard; thence east from this point along said alley centerline to the southern prolongation of the western property line of APN 5531-014-002; thence north along said western property line of said APN 5531-014-002 to the centerline of Santa Monica Boulevard; thence east from this point along said centerline of Santa Monica Boulevard to the southern prolongation of the western property line of APN 5531-013-021; thence north along said western property line of said APN 5531-013-021, to the true point of beginning.

While there is only one benefit zone within the renewed District, there are "premium" streetscape service areas for parcels with street frontages along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue. The premium streetscape service area frontages require higher levels of programmed and responsive streetscape service than other "standard" area frontages in order to maintain a high-quality level of cleanliness and appearance along these high activity transit and pedestrian corridors. Based on more intense land uses and activity along premium area frontages, the programmed and responsive levels of streetscape service are greater than those in standard frontage

areas and thus, parcels with premium area frontages will share a higher proportionate percentage of the District streetscape services and related costs. Premium area frontages are heavily trafficked by both vehicular and pedestrian traffic including buses and bus stops, thereby requiring more streetscape services to address additional litter, debris, food and drink grime and gum stains than other standard area street frontages.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined in this Plan as well as the attached Engineer's Report. Services, programs and improvements will only be provided to these assessed parcels inside the District boundaries and none will be provided outside of the District boundaries. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents within the HMD BID by reducing crime, litter and debris, all considered detractions if not contained and properly managed. All BID funded services and improvements are considered supplemental above normal base level services provided by the City of Los Angeles and are only provided for the special benefit of assessed parcels within the boundaries of the HMD BID. "Special benefit" is defined in "Finding 2" of the attached Engineer's Report

III. Proposed 10 Year BID Work Plan and Budget

Overview

The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, commercial parking, government, work-live lofts and a few scattered residential units. Services, programs and improvements provided by the BID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

It is noted that over 95% of the HMD BID funds area allocated to "clean and safe" programs and related management and operation expenses. The balance of funds are used for "Improvements and Marketing" which entails communication outlets such a quarterly newsletter distributed to all assessed HMD BID stakeholders and a District website that announces important news, alerts, and issues for the use by and special benefit for assessed District stakeholders.

For general commercial, retail, office, commercial parking, industrial, and work-live loft uses within the HMD BID, each of these uses and assessed parcels specially benefit from BID funded programs and services through increased commerce, commercial rental income and commercial occupancies. BID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. The communication services (Improvements and Marketing)

provide important and beneficial information, alerts and news to property and business owners of each assessed parcel within the HMD BID via quarterly newsletters and an active and informative District website.

For assessed publicly owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit publicly owned parcels by announcing public events and activities held at these public facilities and apprise employees of important District news, security issues and alerts and crime statistics.

For the few assessed residential uses within the BID (all located on non-residentially zoned parcels), these parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

The Renewed Hollywood Media District BID will provide the following services for each individual parcel assessed in the BID:

Streetscape Services: Uniformed clean teams will provide enhanced maintenance services, including sidewalk sweeping and litter removal, bus stop cleaning, sidewalk washing, graffiti removal and "Rapid Response Team" for clean-up of unusual maintenance problems, such as illegal dumping. A higher frequency of maintenance service is proposed for the "Premium Service Areas" since these areas have higher traffic counts, public bus service and significantly more usage by pedestrians. In turn, the premium service areas have more litter, debris, food and drink spills and gum stains than standard service areas and require more servicing in order to attain a high quality physical appearance of premium service area parcels. The premium service areas includes the La Brea Boulevard, Highland Avenue and Santa Monica Boulevard corridors. The frequency of streetscape services is as follows:

ACTIVITY	STANDARD SERVICE AREA	PREMIUM SERVICE AREA
Sidewalk Sweeping & Litter Removal	2 times per week	5 times per week
Alley Cleaning	1 time per week	1 time per week
Bus Stop Cleaning	None	Weekly
Sidewalk Washing	Quarterly	Weekly
Graffiti removal & "Rapid Response" Team	As Needed	As Needed

The goal of the Streetscape Services component of the BID program is managing the appearance of the BID as an attractive and inviting place to work, transact business, shop, dine, obtain services, live and visit. The BID will promote a uniform standard of cleanliness for each parcel that will be apparent for each assessed parcel within the BID. The focus will be regular and continuous removal of paper and litter debris, disposal of leftover packing material and boxes, removal of graffiti, disposal of trash from trash receptacles, sidewalk sweeping, pressure washing, etc. A regular and systematic review of the entire BID area will be conducted to identify any areas that regularly reflect unsanitary or litter conditions. These services are to be provided only within the district boundaries.

The Streetscape Services will assist in enhancing the image of each individual assessed parcel in the BID area. This activity is designed to increase vehicular and pedestrian traffic within HMD that will increase commerce and customer activity, attract and retain new business and patrons for assessed parcels within the BID boundaries, as well as increase commercial rents and commercial occupancies. In the case of assessed publicly owned parcels, BID funded streetscape services provide enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, BID funded programs and services improve the aesthetic appeal for tenants, visitors and owners, which, in turn, increase occupancies and rental income. Because these Streetscape Services will only be provided to each individual assessed parcel within the BID boundaries, these improvements will constitute "special benefits".

Security: The Security patrols will assist in creating a safe and secure environment to each individual assessed parcel in the HMD BID. This activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, as well as increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, BID funded security programs and services provide safer and enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, BID funded security programs and services improve the security for tenants, visitors and owners, which, in turn, increase occupancies and rental income.

Uniformed security patrols will provide a variety of public safety services by assisting visitors and employees, support police crime prevention efforts to reduce the incidence of crime and reduce nuisance activities, and productively address the challenges associated with street populations. Deployment of safety patrols will include both bicycle and auto patrols. The proposed service frequencies for public safety deployment will be 24 hours/day - 7 days/week. Patrols will be deployed throughout the district. Deployment will include regular patrols plus redeployment as needed to respond to calls for service and trouble spots.

Each assessed parcel will benefit because the Security and Safety services will only be provided to each individual assessed parcel within the BID boundaries, therefore, these services constitute "special benefits".

Improvements and Marketing: Improvements and marketing activities will aim to improve the overall business image of the district with the goal of attracting and retaining businesses, jobs and investment. Initiatives must be designed to provide collective benefits to businesses and property owners. While annual work programs and budgets will be developed in collaboration with targeted stakeholders and approved by the owner's association, programs will be selected from a variety of options that may include the following:

- **Parking Availability:** The BID may support initiatives to better manage and increase the parking supply for area businesses.
- **Street Beautification:** The BID may pursue options to improve the visual appearance of the district including decorative banners, landscaping and trees, attractive directional signage and gateways.
- **Marketing and Community Relations:** The BID may carry out initiatives that strengthen the Hollywood Media District image. Examples include the district website targeting the informational needs of HMD BID property owners and business tenants and publication of the district newsletter for HMD BID property and business owners.

Assessed commercial parcels that receive these services attract more customers, employees, tenants and investors as a result of positive communications between and among BID parcels that will result in an enhanced marketing image of the District, thereby increasing business volume, sales transactions, occupancies, rental income, investment return. In the case of assessed publicly owned parcels, BID funded communication services (marketing) create better informed public employees, students, visitors, vendors and users of these public facilities. Further, in the case of residential uses, BID funded communication services (marketing) create better informed tenants, visitors and owners, which, in turn, enhance livability, increase occupancies and increase rental income.

Because the Improvements and Marketing program will only be provided to each individual assessed parcel within the BID boundaries, these improvements will constitute "special benefits"

BID Management & Administration: A non-profit corporation, with an elected Board of Directors shall be responsible for the District's program oversight and authorization for disbursement of funds. Support staff such as a manager, bookkeeper and others will be employed and/or contracted with to provide necessary services in program implementation and oversight and regular contact with the Board of Directors. This program element also includes City/County collection fees, assessment delinquencies and other variable expenses related to each program element. Any BID assessment funds remaining in the last two years of the proposed BID renewal term may be used to develop the renewal Management District Plan and Engineer's Report for the following renewal term.

This component is key to the proper expenditure of BID assessment funds and the administration of BID programs and activities that are intended to promote business within the BID boundaries through increased commerce and the attraction and retention of new business. Because this BID Management/Administration program exists only for the

purposes of the BID and will only be provided for matters occurring to each individual assessed parcel within the BID boundaries, this program will constitute a "special benefit".

In summary, all of the above services, activities and improvements work together to provide a cleaner, safer and more marketable place for each assessed parcel in the district. The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, commercial parking, government, work-live lofts and a few scattered residential units. Services, programs and improvements provided by the BID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

It is noted that over 95% of the HMD BID funds are allocated to "clean and safe" programs and related management and operation expenses. The balance of funds are used for "Improvements and Marketing" which entails communication outlets such a quarterly newsletter distributed to all assessed HMD BID stakeholders and a District website that announces important news, alerts, and issues for the use by and special benefit for assessed District stakeholders.

For general commercial, retail, office, commercial parking, industrial, and work-live loft uses within the HMD BID, each of these uses and assessed parcels specially benefit from BID funded programs and services through increased commerce, commercial rental income and commercial occupancies. BID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. The communication services (Improvements and Marketing) provide important and beneficial information, alerts and news to property and business owners of each assessed parcel within the HMD BID via quarterly newsletters and an active and informative District website.

For assessed publicly owned parcels and facilities, each of these assessed parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit assessed publicly owned parcels by announcing public events and activities held at these public facilities and apprise their employees of important District news, security issues and alerts and crime statistics.

For the few assessed residential uses within the BID (all located on non-residentially zoned parcels), these assessed parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

The programs, improvements and services are designed to specifically benefit identified assessed parcels within the BID boundaries. The proposed BID assessments will only be levied on identified parcels within the BID boundaries and assessment revenues will be spent to deliver services that only provide a direct and special benefit to assessed parcels and to improve the economic vitality of these parcels. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents of assessed parcels within the HMD BID by reducing crime, litter and debris, all considered detractions to visitors, commerce, occupancy rates and investment return if not contained and properly managed.

The Renewed HMD BID may increase the assessment for each individual parcel each year during the ten-year effective operating period, but in no event shall the assessment increase exceed 3% and must be approved by the Board of Directors, included in the Annual Planning Report and adopted by the City of Los Angeles City Council. The accrued interest and delinquent payments will be expended within the budgeted categories. The Board of the Directors of the Owners Association of the Renewed HMD BID shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The BID Director shall communicate the annual increase to the City of Los Angeles each year in which the BID operates at a time determined in the Administration Contract held between the Owners Association and the City of Los Angeles. Accrued interest and delinquent payments will be expended within the budget categories in the percentage amount indicated. No bonds are to be issued in conjunction with this renewed BID.

Assessments for the Fiscal Year beginning January 1, 2015 and assessments for subsequent fiscal years, through and including the Fiscal Year ending December 31, 2024 will be collected at the same time and in the same manner as ad valorem taxes paid to the County of Los Angeles. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Owners' Association shall have the right to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Los Angeles City Council pursuant to Streets and Highways Code Section 36650. Accrued interest or delinquent payments may be expended in any budget category.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the tenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, if the funds are available in the ninth

year of operations, costs for renewal may be expended. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

PROGRAM & ACTIVITY BUDGET

The Renewed Hollywood Media District BID provides the following special benefit services for Year 1 – 2015 for each individually assessed parcel within the District:

Year 1 – 2015 District Special Benefit Cost Allocations (Assessment Revenue Only)

ACTIVITY	YR 1 - 2015	% of Total
Streetscape Services	\$211,250	20.0%
Security Services	\$644,300	61.0%
Improvements and Marketing	\$42,250	4.0%
Management/Administration	\$158,436	15.0%
Total	\$1,056,236	100.0%

The Assessment Engineer (see attached Engineer's Report) has found that the general benefits (i.e. benefits to the general public and surrounding parcels outside the District with no general benefits to assessed parcels within the HMD BID) of the proposed improvements, activities and services represent 3% of the total benefits generated and, in turn, 3% of the costs of the BID funded improvements, activities and services provided. Thus, 3% of the total District costs will need to be funded by non-assessment revenue sources such as grants, donations, program income, etc. A delineation of both special and general benefit costs for each program element is shown in the table below:

Total Year 1 – 2015 – Special + General Benefit Costs

Service	YR 1 - 2015 Assessment Allocation	YR 1 - 2015 Non-Assessment Allocation	YR 1 - 2015 Total Allocation	% of Total
Streetscape Services	\$211,250	\$6,533.51	\$217,784	20.00%
Security Services	\$644,300	\$19,926.80	\$664,227	61.00%
Improvements & Marketing	\$42,250	\$1,306.70	\$43,557	4.00%
Management/Administration	\$158,436	\$4,900.08	\$163,336	15.00%
Total	\$1,056,236	\$32,667.09	\$1,088,903	100%

The projected program cost allocation for the 10 year BID term assuming a 3% maximum annual increase is as follows:

10 Year Projected District Special Benefit Costs (assumes 3% annual increase) (Assessment Revenue Only)

ACTIVITY	YR 1 - 2015	YR 2 - 2016	YR 3 - 2017	YR 4 - 2018	YR 5 - 2019
Streetscape Services	\$211,250	\$217,588	\$224,115	\$230,839	\$237,764
Security Services	\$644,300	\$663,629	\$683,538	\$704,044	\$725,165
Improvements and Marketing	\$42,250	\$43,518	\$44,823	\$46,168	\$47,553
Management/Administration	\$158,436	\$163,189	\$168,083	\$173,127	\$178,321
Total	\$1,056,236	\$1,087,923	\$1,120,561	\$1,154,178	\$1,188,803

ACTIVITY	YR 6 - 2020	YR 7 - 2021	YR 8 - 2022	YR 9 - 2023	YR 10 - 2024
Streetscape Services	\$244,897	\$252,244	\$259,811	\$267,605	\$275,633
Security Services	\$746,920	\$769,328	\$792,408	\$816,180	\$840,665
Improvements and Marketing	\$48,979	\$50,449	\$51,962	\$53,521	\$55,127
Management/Administration	\$183,671	\$189,181	\$194,856	\$200,702	\$206,723
Total	\$1,224,467	\$1,261,201	\$1,299,037	\$1,338,008	\$1,378,148

The Renewed HMD BID may increase the assessment for each individual parcel each year during the ten-year effective operating period, but in no event shall the assessment increase exceed 3% and must be approved by the Board of Directors, included in the Annual Planning Report and adopted by the City of Los Angeles City Council. The accrued interest and delinquent payments will be expended within the budgeted categories. The Board of the Directors of the Owners Association of the Renewed HMD BID shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The BID Director shall communicate the annual increase to the City of Los Angeles each year in which the BID operates at a time determined in the Administration Contract held between the Owners Association and the City of Los Angeles. Accrued interest and delinquent payments will be expended within the budget categories in the percentage amount indicated. No bonds are to be issued in conjunction with this renewed BID.

Assessments for the Fiscal Year beginning January 1, 2015 and assessments for subsequent fiscal years, through and including the Fiscal Year ending December 31, 2024 will be collected at the same time and in the same manner as ad valorum taxes paid to the County of Los Angeles. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Owners' Association shall have the right to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Los Angeles City Council pursuant to Streets

and Highways Code Section 36650. Accrued interest or delinquent payments may be expended in any budget category.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the tenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, if the funds are available in the ninth year of operations, costs for renewal may be expended. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

The Assessment Engineer (see attached Engineer's Report) has found that the general benefits (i.e. benefits to the general public and surrounding parcels outside the District) of the proposed improvements, activities and services represent 3% of the total benefits generated and, in turn, 3% of the costs of the BID funded improvements, activities and services provided. Thus, 3% of the total District costs will need to be funded by non-assessment revenue sources such as grants, donations, program income, etc.

Duration: The effective period of the BID is January 1, 2015 through December 31, 2024. At the conclusion of this term the BID may be renewed up to ten years. Assessments for the Fiscal Year beginning January 1, 2015 and assessments for subsequent fiscal years, through and including the Fiscal Year ending December 31, 2024 will be collected at the same time and in the same manner as ad valorem taxes paid to the County of Los Angeles. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

IV PROPOSED ASSESSMENT FORMULA

The BID improvements, activities and services described in this Management District Plan will be funded through benefit assessments against real property in the District and non-assessment revenues to cover the costs associated with general benefit conferred on the public at large and surrounding parcels outside of the District boundaries. The assessment formula has been developed to ensure that no parcel will be assessed an amount that exceeds the cost of the proportional special benefit that parcel derives from the improvements, activities and services provided by the District. The assessment rates are based on the anticipated benefit to be derived by each individual parcel within the boundary of the District.

While there is only one benefit zone within the renewed District, there are "premium" streetscape service areas for parcels with street frontages along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue. The premium streetscape service area frontages require higher levels of programmed and response streetscape service than other "standard" area frontages in order to attain a high-quality level of cleanliness and appearance along these high activity transit and pedestrian corridors. Based on more intense land uses along premium area frontages, the

programmed and responsive levels of streetscape service are greater than those in standard frontage areas and thus, parcels with Premium area frontages will share a higher proportionate percentage of the District streetscape services and related costs. Premium area frontages are heavily trafficked by both vehicular and pedestrian traffic including buses and bus stops, thereby requiring more streetscape services due to more litter, debris, food and drink spills and gum stains than standard service areas. The premium service areas includes the La Brea Boulevard, Highland Avenue and Santa Monica Boulevard corridors.

It has been determined by the Assessment Engineer (see Engineer's Report attached to this Plan as Attachment 1) that the benefit assessment of each identified parcel within the District will be based on a combination of building area, land area and street frontage within one benefit zone. For a more detailed explanation of the assessment methodology used to calculate the assessment rates, refer to the attached Engineer's Report. The property characteristic quantities used to calculate the assessment rates for Yr 1-2015 are as follows:

Quantities for YR 1 – 2015

FORMULA FACTOR	ACTUAL QUANTITY	ADJUSTED ASSESSABLE QUANTITY
Land Area Sq Ft (Unit A)	7,999,492	7,255,928
Total Building Area Sq Ft (Unit B)	4,923,155	4,588,436
Premium Street Frontage (Unit C-1)	17,732	17,506
Standard Street Frontage (Unit C-2)	62,447	59,856

HMD BID ASSESSMENT FORMULA

$$\text{Assessment} = \text{Street Frontage Assm't} + \text{Land Area Assm't} + \text{Building Area Assm't}$$

- Street Frontage Assm't = parcel street frontage x street frontage rate (from chart below)
- Land Area Assm't = land area x land area rate (from chart below)
- Building Area Assm't = building area x building area rate (from chart below)

YEAR 1 – 2015 ASSESSMENT RATE CHART

LOCATION	STREET FRONTAGE RATE	LAND AREA RATE	BUILDING AREA RATE
PREMIUM AREA	\$5.50 Per Lin Foot	\$0.06715 Per Sq Ft	\$0.06715 Per Sq Ft
STANDARD AREA	\$2.75 Per Lin Foot	\$0.06715 Per Sq Ft	\$0.06715 Per Sq Ft

Special Assessment Circumstances

Streetscape Service Areas

There are two distinct streetscape levels of services street frontage areas within the renewed HMD BID. The premium streetscape service area rate is applied to all parcels with La Brisa Boulevard, Santa Monica Boulevard and/or Highland Avenue street frontages. The assessment rate in the Premium Streetscape Service Area is the same for building and land areas but is double the standard street frontage rate for any premium area street frontages. This higher premium area street frontage rate offsets the additional streetscape levels of services provided to each and every parcel with defined premium area street frontages.

Building Area Limitation

Most building configurations within the HMD are limited to one and two story buildings. There are a few buildings that are taller than two stories and in the opinion of the Engineer, the additional building area receives less special benefit than the lower levels. As such, the assessable building area of each individual parcel shall be limited to a floor area ratio (FAR) of 2.0 – i.e. two times the parcel land area.

Land Area Limitation

Most parcel land areas within the HMD BID are less than 100,000 square feet. A few, though, exceed this amount and are mainly associated with completely enclosed “campus-like” facilities. These enclosed campuses all provide internal security and cannot be accessed by HMD BID security patrols. As such, in the opinion of the Engineer, large enclosed campus parcels receive less special benefit than smaller, non-enclosed parcels and shall be assessed as follows: under 100,000 square feet in land area shall be assessed at the regular land area rate; any land area in excess of 100,000 square feet up to 200,000 square feet shall be assessed at 50% of the regular land area rate; and, any land area over 200,000 shall not be assessed.

Work-Live Condominiums

For “work-live” loft condominiums, the interactive application of interior building pad area of each condo plus pro-rated land and street frontage amount is a proven method of fairly and equitably spreading special benefit costs to this unique beneficiary of BID funded services, programs and improvements. These factors directly relate to the degree of special benefit each work-live parcel will receive from BID funded activities. In the opinion of the Engineer, work-live loft condominiums are considered primarily commercial/industrial land-uses in that these developments are permitted to be positioned as in-fill complexes adjacent to other full commercial/industrial land uses. As such, work-live condominiums are assessed fully at the standard commercial assessment rates. The entire live-work area is assessed for building pad area at the building area rate. The land area is pro-rated on total land area based on building pad area relative to total building pad areas. Street frontage is pro-rated on total frontage based on building pad area relative to total building pad areas.

Exclusive Residential Rental Uses on Commercial/Industrial Zoned Parcels

There are 7 parcels within the BID that are exclusively developed with residential uses ranging from 1-16 rental units on non-residential zoned land. Each of these parcels is located on commercial and industrial corridors and surrounded by commercial and industrial land uses. Due to the generally mid-block location of each of these residential use parcels and their relatively short street frontage dimensions, it would be virtually impossible to discontinue BID services for these particular parcels alone. These parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

It is noted that such developments of 5 or more residential units on a single parcel are considered commercial enterprises and are required to maintain business licenses and pay related taxes. It is the opinion of the Engineer that these parcels with 5 or more residential units be assessed in the same manner as other commercial and industrial land uses and at the same rates based on building area, land area and street frontage in that such parcels will receive proportionate special benefits based on the same property characteristics as other commercial and industrial land uses. For parcels with 1-4 residential rental units, it is the opinion of the Engineer that such parcels would benefit to a lesser amount and shall be assessed based only on their respective amount of street frontage at the applicable street frontage assessment rates.

Mixed-Use Developments (Rental)

All commercial and residential components of mixed-use developments on commercial zoned parcels shall be assessed at the full rate for building area, total land area and total street frontage.

Commercial and Mixed-Use Condominiums

While there are no current commercial or mixed-use condominiums within the HMD BID, such units, if and when built, shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate
- Residential condo units shall be assessed at the rate of 10 cents per square foot of building pad area

- Land assessed at land area rate (assessed on 1st floor comm. condos for land area covered)
- Frontage assessed at frontage rate (assessed on 1st floor comm. condos for actual street frontage)

10 Year Maximum Assessment Rate Chart (assuming 3% annual increase)

ASSESSMENT FACTOR	YR 1 - 2015 ASSMT RATES	YR 2 - 2016 ASSMT RATES	YR 3 - 2017 ASSMT RATES	YR 4 - 2018 ASSMT RATES	YR 5 - 2019 ASSMT RATES
BLDG AREA RATE (\$/SQ FT)	\$0.067150000	\$0.069164500	\$0.071239435	\$0.073376618	\$0.075577917
LAND AREA RATE (\$/SQ FT)	\$0.067150000	\$0.069164500	\$0.071239435	\$0.073376618	\$0.075577917
PREMIUM FRONTAGE RATE (\$/LF)	\$5.500000000	\$5.665000000	\$5.834950000	\$6.009985000	\$6.190298455
STANDARD FRONTAGE RATE (\$/LF)	\$2.750000000	\$2.823200000	\$2.917475000	\$3.004999250	\$3.095149228
RESID CONDOMINIUM RATE (\$/SQ FT)	\$0.100000000	\$0.103000000	\$0.106090000	\$0.109272700	\$0.112550881
ASSESSMENT FACTOR	YR 6 - 2020 ASSMT RATES	YR 7 - 2021 ASSMT RATES	YR 8 - 2022 ASSMT RATES	YR 9 - 2023 ASSMT RATES	YR 10 - 2024 ASSMT RATES
BLDG AREA RATE (\$/SQ FT)	\$0.077845254	\$0.080180612	\$0.082586030	\$0.085063611	\$0.087613519
LAND AREA RATE (\$/SQ FT)	\$0.077845254	\$0.080180612	\$0.082586030	\$0.085063611	\$0.087613519
PREMIUM FRONTAGE RATE (\$/LF)	\$6.376007409	\$6.567287631	\$6.764306260	\$6.967235448	\$7.176252511
STANDARD FRONTAGE RATE (\$/LF)	\$3.188003704	\$3.283643816	\$3.382153130	\$3.483617724	\$3.588126256
RESID CONDOMINIUM RATE (\$/SQ FT)	\$0.115927407	\$0.119405230	\$0.122987387	\$0.126677008	\$0.130477318

SAMPLE ASSESSMENT CALCULATIONS:

A. 12,000 sq ft building on 15,000 sq ft lot with 100 LF of street frontage along Highland Ave

Frontage	= 100 LF x \$5.50/LF	= \$ 550.00
Land	= 15,000 x 6.715\$/sq ft	= \$1,007.25
Bldg	= 12,000 x 6.715\$/sq ft	= \$ 805.80
TOTAL YEAR 1 ASSESSMENT	= \$2,363.05	
PER MONTH	= \$ 197/mo	
PER SQ FT OF BLDG PER MO	= 1.64/sq ft bldg/mo	

B. Same as "Sample A" above but with 100 LF of street frontage along Las Palmas Ave

Frontage	= 100 LF x \$2.75/LF	= \$ 275.00
Land	= 15,000 x 6.715\$/sq ft	= \$1,007.25
Bldg	= 12,000 x 6.715\$/sq ft	= \$ 805.80
TOTAL YEAR 1 ASSESSMENT	= \$2,088.05	
PER MONTH	= \$174/mo	
PER SQ FT OF BLDG PER MO	= 1.44/sq ft bldg/mo	

General Benefits

The Assessment Engineer (see attached Engineer's Report) has found that the general benefits (i.e. benefits to the general public and surrounding parcels outside the District) of the proposed improvements, activities and services represent 3% of the total benefits generated and, in turn, 3% of the costs of the BID funded improvements, activities and services provided. Thus, 3% of the total District costs will need to be funded by non-assessment revenue sources such as grants, sponsors, program income, etc.

Future Development

Other than future maximum rates and the assessment methodology delineated in this Plan and the attached Engineer's Report, per State Law (Government Code Section 53750), future assessments may increase for any given parcel if such an increase is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Plan and the attached Engineer's Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

The complete Yr 1 - 2015 assessment roll of all parcels to be assessed by this BID is included in this Plan as Appendix 1.

V. PUBLICLY OWNED PARCELS

There are 11 publicly owned parcels within the HMD BID of which 9 are identified as assessable and for which special benefit services will be provided. Of the 9 identified assessable parcels, 5 are owned by the City of Los Angeles, 1 by the City of Los Angeles Department of Water and Power and 3 by the Los Angeles Unified School District. There are special circumstances affecting the levy of BID assessments on certain publicly owned parcels as follows:

1. There are three LAUSD owned parcels within the HMD BID. LAUSD provides their own on-campus and perimeter security services with LAUSD Police personnel. No BID security services will be provided to LAUSD owned parcels. BID assessments for LAUSD owned parcels have been adjusted to reflect reduced BID funded services and corresponding special benefits conferred on LAUSD parcels.
2. There is one US Federal government owned parcel within the HMD BID. This parcel has 226 linear feet of street frontage. The US Federal government has declared that US Federal government owned parcels are exempt from local property assessments pursuant to the Supremacy Clause of the US Constitution. Due to this assessment exemption, the HMD BID will provide no BID funded services and programs that would specially benefit this particular US Federal government owned parcel and the BID assessment amount will be set at \$0.

3. There is one State of California owned parcel within the HMD BID. This parcel has 624 linear feet of street frontage. The State of California operates and provides full on-site and perimeter security and streetscape services for all State owned parcels identical to those services provided by the HMD BID. It is the opinion of the Assessment Engineer that this State owned parcel would receive no special benefits from duplicate security and streetscape BID funded services. Further, it is the opinion of the Assessment Engineer that no special benefits will be conferred on this State owned parcel from BID funded administration, improvements and marketing. The HMD BID will not interact administratively with this parcel or its owner or employees in any manner nor include it in any BID communications such as newsletter distribution or list its presence or any matters or activities pertaining to this parcel on the District's website. As such, the HMD BID will provide no BID funded services and programs that would specially benefit this particular State owned parcel and the BID assessment amount will be set at \$0..

BID Streetscape and Security services will be provided directly to the 9 identified assessable publicly owned parcels to the same extent as privately owned parcels, except as noted above for LAUSD parcels. Publicly owned facilities are also included in marketing tools such as the quarterly newsletter and the District website. In the opinion of the Engineer with nearly 40 years of professional assessment engineering experience and based on the nature of the services funded and provided by the HMD BID (over 95% allocated to "clean and safe and related administration"), identified assessable publicly owned parcels and facilities that are located within the HMD BID, will receive proportionate special benefits from direct and tangible BID services similar to privately owned parcels and land uses and will be proportionately assessed. Each identified and assessable publicly owned parcel and facility within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. For identified assessable publicly owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit publicly owned parcels by announcing public events and activities held at these public facilities and apprise employees of important District news, security issues and alerts and crime statistics. These services improve the safety and cleanliness for visitors, their employees and users of public facilities on publicly owned parcels within the HMD BID by reducing crime, litter and debris, all considered detractions to employment, visitation and use of public facilities if not contained and properly managed. There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not benefit equally to privately owned parcels and, thus, will be assessed in the same manner as privately owned parcels in the BID. All current publicly owned parcels within the HMD BID are shown in the chart below.

APN	SITE ADDRESS	AGENCY	USE	YR 1-2015 ASSESSMENT	% of TOTAL
CITY OF LOS ANGELES					
5532014901	ROMAINE ST	LA CITY	EQUIP STORAGE	\$4,068.95	0.39%
5533009900	6401 SANTA MONICA BL	LA CITY	BALL FIELD	\$4,413.52	0.42%

5533033902	6014 WARING AVE	LA CITY	WARING AVE FACILITY	\$4,486.28	0.42%
	SUBTOTAL	LA CITY		\$12,968.75	1.23%
OTHER GOVERNMENT AGENCIES					
5533014900	1037 COLE AVE	LA DWP	OFFICE	\$1,324.64	0.13%
5533014901	1033 COLE AVE	LA DWP	OFFICE	\$627.22	0.06%
5533017900	ELEANOR AVE	LA DWP	VINE ST FACILITY	\$3,960.02	0.37%
	SUBTOTAL	LA DWP		\$5,911.88	0.56%
5532013900	929 N LAS PALMAS AVE	LAUSD	BANCROFT JR HS	\$8,998.29	0.85%
5533017901	955 VINE ST	LAUSD	VINE ST CHILDRENS CTR	\$1,673.49	0.16%
5533018900	955 VINE ST	LAUSD	VINE ST ELEMENTARY	\$5,071.78	0.48%
	SUBTOTAL	LAUSD		\$15,743.56	1.49%
5532021902	6725 SANTA MONICA BL	STATE	STATE OFFICE	\$0.00	0.00%
5533009902	6451 SANTA MONICA BL	US GOVT	POST OFFICE	\$0.00	0.00%
	SUBTOTAL OTHER AGENCIES			\$21,655.44	2.05%
	GRAND TOTAL PUBLICLY OWNED PARCELS			\$34,624.19	3.28%

VI. BID DISTRICT GOVERNANCE

At this time it is anticipated that support staff, i.e., Manager, bookkeeper, marketing consultant, etc. shall be employed and supervised by the Owners Association elected to the non-profit Owners' Association. The monitoring and oversight shall be the responsibility of the Board of Directors and the coordination and implementation of the program activities shall be the responsibility of the employees and/or consultant contracted for this purpose.

VII. PROPOSED RULES AND REGULATION APPLIED TO THE DISTRICT

There are no specific rules or regulations applied to this District.

VIII. OTHER ITEMS

No bonds will be issued for any BID projects in conjunction with this BID renewal.

IX. RENEWED MANAGEMENT DISTRICT PLAN AUTHOR

The renewed Management District Plan's author is Ed Henning and the Plan was produced by Edward Henning & Associates, Inc.

APPENDIX 1

ASSESSMENT ROLL

YR 1 - 2015

PROPOSED 2014-15		\$532.01-012-016	\$238.78	\$641.88
APN		\$532.01-012-037	\$228.70	\$55.60
		\$532.01-012-038	\$229.79	\$51.79
		\$532.01-012-039	\$228.78	\$51.79
		\$532.01-012-040	\$228.78	\$52.00
		\$532.01-012-041	\$229.79	\$51.87
		\$532.01-012-042	\$228.78	\$51.87
		\$532.01-012-043	\$228.78	\$51.87
		\$532.01-012-044	\$228.78	\$51.87
		\$532.01-012-045	\$223.41	\$51.87
		\$532.01-012-046	\$223.41	\$51.87
		\$532.01-012-047	\$225.69	\$51.87
		\$532.01-012-048	\$225.69	\$51.87
		\$532.01-012-049	\$225.69	\$51.87
		\$532.01-012-050	\$223.41	\$51.87
		\$532.01-012-051	\$223.41	\$51.87
		\$532.01-012-052	\$223.41	\$51.87
		\$532.01-012-053	\$225.69	\$51.87
		\$532.01-012-054	\$225.69	\$51.87
		\$532.01-012-055	\$225.69	\$51.87
		\$532.01-012-056	\$225.69	\$51.87
		\$532.01-012-057	\$223.41	\$51.87
		\$532.01-012-058	\$206.54	\$51.87
		\$532.01-012-059	\$206.54	\$51.87
		\$532.01-012-060	\$206.54	\$51.87
		\$532.01-012-061	\$206.54	\$51.87
		\$532.01-012-062	\$206.54	\$51.87
		\$532.01-012-063	\$206.54	\$51.87
		\$532.01-012-064	\$206.54	\$51.87
		\$532.01-012-065	\$206.54	\$51.87
		\$532.01-012-066	\$206.54	\$51.87
		\$532.01-012-067	\$206.54	\$51.87
		\$532.01-012-068	\$206.54	\$51.87
		\$532.01-012-069	\$206.54	\$51.87
		\$532.01-012-070	\$206.54	\$51.87
		\$532.01-012-071	\$206.54	\$51.87
		\$532.01-012-072	\$206.54	\$51.87
		\$532.01-012-073	\$206.54	\$51.87
		\$532.01-012-074	\$206.54	\$51.87
		\$532.01-012-075	\$206.54	\$51.87
		\$532.01-012-076	\$206.54	\$51.87
		\$532.01-012-077	\$1,462.91	\$51.87
		\$532.01-012-028	\$648.56	\$51.87
		\$532.01-012-018	\$974.17	\$51.87
		\$532.01-012-020	\$1,286.52	\$51.87
		\$532.01-012-022	\$868.58	\$51.87
		\$532.01-012-023	\$2,916.58	\$51.87
		\$532.01-015-005	\$1,637.03	\$51.87
		\$532.01-015-006	\$7,379.42	\$51.87
		\$532.01-015-007	\$3,101.49	\$51.87
		\$532.01-016-001	\$1,144.16	\$51.87
		\$532.01-016-002	\$804.97	\$51.87
		\$532.01-016-003	\$1,034.44	\$51.87
		\$532.01-016-004	\$641.80	\$51.87

\$5533-016-002	\$3,979,53
\$5533-016-005	\$663,80
\$5533-016-006	\$1,170,19
\$5533-016-008	\$3,338,42
\$5533-016-012	\$3,119,19
\$5533-016-013	\$744,03
\$5533-016-014	\$3,404,81
\$5533-017-001	\$762,31
\$5533-017-002	\$1,080,80
\$5533-017-003	\$1,339,99
\$5533-017-004	\$1,238,04
\$5533-017-009	\$1,812,99
\$5533-017-010	\$2,272,38
\$5533-017-011	\$1,461,79
\$5533-017-900	\$3,960,02
\$5533-017-901	\$1,673,49
\$5533-018-001	\$3,452,01
\$5533-018-900	\$5,071,78
\$5533-019-001	\$3,338,99
\$5533-019-002	\$3,907,96
\$5533-019-003	\$1,463,11
\$5533-019-005	\$1,230,44
\$5533-019-012	\$10,559,14
\$5533-020-023	\$13,068,47
\$5533-021-002	\$17,387,69
\$5533-021-005	\$869,22
\$5533-021-008	\$981,11
\$5533-021-009	\$556,14
\$5533-021-010	\$661,42
\$5533-021-011	\$580,38
\$5533-021-012	\$1,977,44
\$5533-021-028	\$1,677,99
\$5533-021-041	\$1,042,44
\$5533-021-057	\$1,680,65
\$5533-023-001	\$2,007,35
\$5533-023-002	\$1,594,12
\$5533-023-004	\$594,12
\$5533-023-003	\$594,12
\$5533-023-017	\$598,75
\$5533-023-018	\$2,043,04
\$5533-023-026	\$4,554,24
\$5533-023-027	\$7,256,02
\$5533-024-001	\$2,606,37
\$5533-024-003	\$579,01
\$5533-024-004	\$579,01
\$5533-024-020	\$907,72
\$5533-024-021	\$749,84
\$5533-024-023	\$579,01

5533-009-078	\$1,367.25
5533-009-090	\$1,394.00
5533-009-091	\$2,229.00
5533-009-092	\$4,413.00
5533-009-900	\$0.00
5533-010-005	\$647.50
5533-010-017	\$1,085.00
5533-010-041	\$5,229.00
5533-010-042	\$4,075.00
5533-010-044	\$3,306.74
5533-011-001	\$2,184.12
5533-011-002	\$724.00
5533-011-003	\$1,803.55
5533-011-020	\$1,442.22
5533-011-021	\$1,958.40
5533-012-002	\$2,226.00
5533-012-017	\$600.81
5533-012-018	\$600.50
5533-012-019	\$600.77
5533-012-020	\$601.30
5533-012-021	\$601.30
5533-012-022	\$2,227.25
5533-012-025	\$2,314.51
5533-012-027	\$1,044.00
5533-012-028	\$3,543.11
5533-012-030	\$846.48
5533-012-031	\$1,065.91
5533-012-032	\$541.76
5533-013-001	\$3,075.00
5533-013-002	\$1,414.99
5533-013-005	\$311.00
5533-013-008	\$807.13
5533-013-029	\$666.00
5533-014-000	\$3,364.31
5533-014-002	\$3,262.30
5533-014-005	\$689.27
5533-014-008	\$707.20
5533-014-020	\$1,469.27
5533-014-023	\$760.85
5533-014-024	\$842.11
5533-014-900	\$1,324.00
5533-014-901	\$627.22
5533-015-002	\$4,886.60
5533-015-003	\$1,200.14
5533-015-018	\$18,705.21
5533-016-001	\$1,357.21
5533-016-001	\$9,199.10

5532-027-0119	\$2,140.25
5532-028-0004	\$6,758.19
5532-028-0006	\$126,171.00
5532-028-0007	\$1,751.50
5532-028-0018	\$1,107.36
5532-028-0039	\$7,983.76
5532-028-0111	\$5,993.44
5532-028-0129	\$2,994.31
5532-028-0151	\$175.46
5532-028-0177	\$2,781.97
5532-028-0188	\$10,107.65
5532-029-0003	\$1,010.29
5532-029-0004	\$1,181.53
5532-029-0015	\$2,734.30
5532-029-0016	\$2,029.17
5532-029-0017	\$531.44
5532-029-0028	\$5,785.76
5532-029-0039	\$7,151.89
5532-029-0110	\$1,666.36
5532-029-0111	\$1,122.79
5532-029-0112	\$1,936.07
5532-029-0113	\$2,539.89
5532-030-0001	\$2,110.03
5532-030-0009	\$464.86
5532-030-0014	\$1,774.05
5532-030-0015	\$487.83
5532-030-0026	\$2,143.54
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5532-030-0038	\$1,612.09
5532-030-0039	\$1,077.94
5532-030-0010	\$5,611.45
5532-030-0111	\$2,412.36
5532-030-0112	\$692.61
5532-030-0113	\$1,579.96
5532-030-0113	\$1,611.37
5532-030-0114	\$1,106.14
5532-030-0115	\$2,010.92
5532-030-0116	\$7,934.16
5533-007-0112	\$692.61
5533-007-0113	\$1,579.96
5533-007-0122	\$1,575.69
5533-007-0134	\$619.38
5533-007-0154	\$803.57
5533-008-0111	\$2,487.98
5533-008-0112	\$1,700.18
5533-008-0124	\$3,141.46
5533-008-0126	\$812.47
5533-009-0018	\$162.39

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\$5532-022-0224	\$9,437.94
\$5532-022-0225	\$4,589.08
\$5532-022-026	\$4,926.26
\$5532-022-0001	\$3,741.26
\$5532-022-0002	\$1,614.13
\$5532-022-0003	\$1,072.51
\$5532-022-0004	\$2,287.47
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\$5532-022-016	\$4,778.06
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\$5532-022-033	\$624.34
\$5532-022-034	\$611.90
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\$5532-022-007	\$2,208.14
\$5532-022-003	\$799.21
\$5532-022-004	\$2,251.85
\$5532-022-008	\$1,266.01
\$5532-022-009	\$1,410.48
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\$5532-022-014	\$3,329.86
\$5532-022-016	\$5,327.54
\$5532-022-017	\$3,541.59
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5532-019-017	\$9,189.95
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5532-019-019	\$7,255.06
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5532-020-003	\$1,331.67
5532-020-004	\$694.65
5532-020-005	\$1,395.45
5532-020-006	\$355.75
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5532-020-008	\$1,591.23
5532-020-010	\$2,865.28
5532-020-011	\$1,272.11
5532-020-012	\$641.13
5532-020-013	\$1,144.75
5532-020-014	\$1,785.88
5532-020-016	\$1,648.37
5532-020-017	\$1,026.30
5532-020-019	\$914.49
5532-020-020	\$1,254.50
5532-020-021	\$745.66
5532-020-022	\$346.13
5532-020-023	\$205.06
5532-020-026	\$3,554.03
5532-021-003	\$661.13
5532-021-004	\$661.13
5532-021-005	\$661.13
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5532-021-016	\$661.13
5532-021-017	\$1,010.32
5532-021-018	\$1,535.76
5532-021-024	\$1,085.21
5532-021-026	\$661.13
5532-021-027	\$2,198.38
5532-021-028	\$2,163.92
5532-021-900	\$80.00
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5532-022-002	\$970.43
5532-022-003	\$2,239.57
5532-022-004	\$1,192.29
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5532-022-006	\$1,106.88
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\$5522-012-0229	\$323.68
\$5522-012-0430	\$323.68
\$5522-012-0431	\$182.85
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\$5522-012-0433	\$849.31
\$5522-012-0434	\$1,239.76
\$5522-012-0435	\$1,115.11
\$5522-012-0436	\$2,018.31
\$5522-012-0437	\$1,938.80
\$5522-012-0438	\$1,002.95
\$5522-012-0439	\$6,067.30
\$5522-012-0440	\$2,911.36
\$5522-012-0442	\$5,726.30
\$5522-012-0450	\$1,238.05
\$5522-013-0431	\$1,529.27
\$5522-013-0432	\$745.05
\$5522-013-0433	\$1,959.26
\$5522-013-0434	\$3,939.21
\$5522-013-0435	\$3,386.31
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\$5522-014-0431	\$12,352.89
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\$5522-014-0434	\$3,464.50
\$5522-014-0435	\$568.88
\$5522-014-0436	\$1,628.92
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\$5522-014-0438	\$614.84
\$5522-014-0439	\$1,529.80
\$5522-014-0440	\$5,831.13
\$5522-014-0441	\$10,239.72
\$5522-014-0442	\$8,396.03
\$5522-014-0443	\$3,665.31
\$5522-014-0444	\$2,931.84
\$5522-014-0445	\$1,774.46
\$5522-014-0446	\$670.00
\$5522-014-0447	\$4,668.77
\$5522-014-0448	\$1,911.11

APPENDIX 2

HMD BID

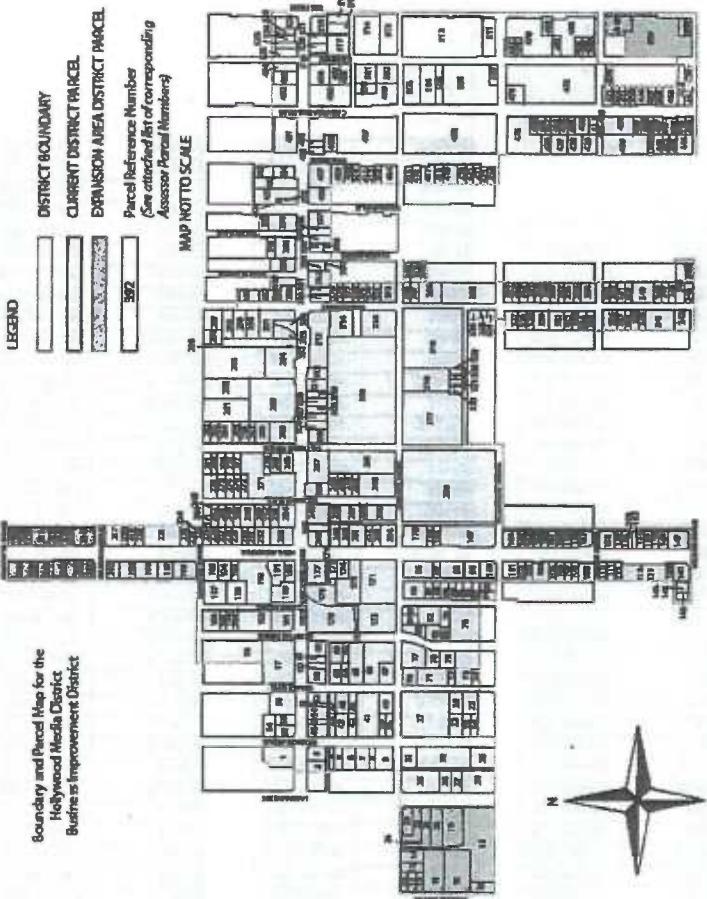
BOUNDRARY MAP

&

MAP NUMBER INDEX

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5533-024-028	\$1,630.15	\$1,273.87	\$1,236.03
5533-024-079	\$2,103.45	\$11,866.62	\$1,563.93
5533-025-008	\$2,212.93	\$1,050.24	\$588.86
5533-025-009	\$2,028.53	\$8,666.08	\$929.06
5533-025-010	\$201.74	\$110.08	\$1,476.07
5533-025-011	\$725.87	\$1,018.54	\$887.38
5533-025-012	\$229.06	\$2,355.84	\$884.34
5533-025-013	\$1,001.59	\$540.44	\$1,075.35
5533-025-017	\$658.11	\$2,057.97	\$1,516.07
5533-025-018	\$1,028.54	\$1,259.08	\$2,465.48
5533-025-025	\$1,331.31	\$1,158.29	\$1,921.11
5533-025-026	\$1,029.25	\$5533-032-014	\$759.23
5533-025-028	\$595.33	\$5533-072-025	\$760.11
5533-028-002	\$1,107.28	\$5533-032-029	\$1,495.72
5533-028-004	\$1,525.67	\$5533-032-030	\$5533-036-025
5533-028-005	\$1,646.54	\$5533-033-008	\$1,867.35
5533-028-006	\$1,194.73	\$5533-033-009	\$3,178.12
5533-028-007	\$623.14	\$5533-033-010	\$5533-037-002
5533-028-008	\$569.85	\$5533-033-011	\$1,601.72
5533-028-011	\$807.05	\$5533-033-012	\$2,351.19
5533-028-012	\$544.65	\$5533-033-016	\$548.02-046
5533-028-013	\$179.45	\$5533-033-017	\$544.65
5533-028-014	\$544.65	\$5533-033-018	\$1,574.54
5533-028-016	\$544.63	\$5533-033-019	\$2,061.64
5533-028-017	\$1,197.36	\$5533-033-020	\$547.024-042
5533-028-018	\$7741.56	\$5533-033-027	\$1,371.58
5533-028-019	\$1,189.40	\$5533-033-030	\$548.02-046
5533-029-001	\$2,234.55	\$5533-033-034	\$1,624.18
5533-029-002	\$13,927.86	\$5533-033-035	\$2,565.05
5533-030-001	\$892.83	\$5533-033-036	\$848.31
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5533-030-007	\$582.37	\$5533-033-038	\$667.73
5533-030-010	\$582.37	\$5533-033-039	\$984.27
5533-030-011	\$582.37	\$5533-033-040	\$817.10
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5533-030-075	\$915.12	\$206.92	\$743.10
5533-030-076	\$7250.26	\$226.06	\$669.91
5533-030-097	\$6,686.61	\$4,496.21	\$1,056.256.04

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5533-031-050	\$11,866.62	\$5533-036-015	\$1,563.93
5533-032-001	\$1,050.24	\$5533-036-016	\$588.86
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5533-033-010	\$561.42	\$548.02-036	\$825.56
5533-033-011	\$1,601.72	\$548.02-042	\$808.37
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5533-033-016	\$544.65	\$548.02-046	\$1,692.02
5533-033-017	\$544.65	\$548.02-050	\$1,624.18
5533-033-018	\$1,574.54	\$548.02-051	\$2,565.05
5533-033-019	\$712.64	\$547.023-001	\$848.31
5533-033-020	\$2,565.05	\$547.023-002	\$669.91
5533-033-027	\$1,371.58	\$547.023-003	\$984.27
5533-033-030	\$1,064.24	\$547.023-004	\$817.10
5533-033-034	\$2,061.92	\$547.023-008	\$695.42
5533-033-035	\$206.92	\$547.023-009	\$743.10
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5533-033-038	\$226.06	\$547.023-032	\$2,876.77
5533-033-039	\$206.92	\$547.023-400	\$1,056.256.04



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HMD BID BOUNDARY MAP NUMBER INDEX

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1	5531013021	7051 Santa Monica Blvd.	45	5532030009	1027 N Orange Dr.
2	5531014002	7062 Santa Monica Blvd.	46	5532030008	1033 N Orange Dr
3	5531014001	7052 Santa Monica Blvd.	47	5532030007	1041 N Orange Dr.
4	5531014008	1041 N. Sycamore Ave.	48	5532030006	7026 Santa Monica Blvd.
5	5531014009	1037 N. Sycamore Ave.	49	5532030005	7020 Santa Monica Blvd.
6	5531014023	1029 N. Sycamore Ave.	50	5532030004	7016 Santa Monica Blvd.
7	5531014012	1017 N. Sycamore Ave.	51	5532030002	7008 Santa Monica Blvd.
8	5531014013	1011 N. Sycamore Ave.	52	5532030001	7000 Santa Monica Blvd.
9	5531014014	1011 N. Sycamore Ave.	53	5532016031	7025 Santa Monica Blvd.
10	5531016003	968 N. Formosa Avenue	54	5532016029	1114 N Sycamore Ave
11	5531016004	950 N. Formosa Avenue	55	5532016015	7017 Santa Monica Blvd.
12	5531016005	946 N. Formosa Avenue	56	5532016027	7001 Santa Monica Blvd.
13	5531016002	7136 Romaine Street	57	5532017020	1115 N Mansfield Ave
14	5531016001	7130 Romaine Street	58	5532017019	1127 N Mansfield Ave
15	5531016017	936 N. Formosa Avenue	59	5532029005	6930 Santa Monica Blvd.
16	5531016006	916 N. Formosa Avenue	60	5532029004	6916 Santa Monica Blvd.
17	5531016007	7175 Willoughby Avenue	61	5532029003	6910 Santa Monica Blvd.
18	5531016023	915 N. La Brea Avenue	62	5532029013	6900 Santa Monica Blvd.
19	5531016020	925 N. La Brea Avenue	63	5532029012	1046 N Orange Dr.
20	5531016022	933 N. La Brea Avenue	64	5532029011	1032 S Orange Dr.
21	5531016018	969 N. La Brea Avenue	65	5532029009	1024 N Orange Dr.
22	5531016016	979 N. La Brea Avenue	66	5532029009	1015 N Mansfield Ave.
23	5531016015	993 N. La Brea Avenue	67	5532029010	1000 N Orange Dr.
24	5531016008	Willoughby Avenue	68	5532029007	1029 N Mansfield Ave.
25	5531015004	936 N. La Brea Ave.	69	5532029006	1041 N Mansfield Ave.
26	5531015003	932 N. La Brea Ave.	70	5532010060	950 N. Orange Dr.
27	5531015002	926 N. La Brea Ave.	71	5532010059	940 N. Orange Dr.
28	5531015001	904 N. La Brea Ave.	72	5532010058	926 N. Orange Dr.
29	5531015007	Sycamore Ave	73	5532010054	918 N. Orange Dr.
30	5531015006	937 N. Sycamore Ave.	74	5532010057	910 N. Orange Dr.
31	5531015005	953 N. Sycamore Ave.	75	5532010063	933 N. Mansfield Ave.
32	5532010049	Orange Ave	76	5532010062	941 N. Mansfield Ave.
33	5532010048	Orange Ave	77	5532010061	6900 Romaine St.
34	5532010047	Orange Ave	78	5532011044	915 N Citrus Ave
35	5532010052	911 N. Orange Dr.	79	5532011039	931 N. Citrus Ave.
36	5532010051	925 N. Orange Dr.	80	5532011041	930 Mansfield Ave
37	5532010050	947 N. Orange Dr.	81	5532011030	940 N. Mansfield Ave.
38	5532030012	7045 Romaine St.	82	5532011034	941 N. Citrus Ave.
39	5532030013	1006 Sycamore Ave.	83	5532011029	6838 Romaine St.
40	5532030011	1001 N Orange Dr	84	5532011035	Citrus Ave
41	5532030010	1016 N Sycamore Ave.	85	5532011036	Citrus Ave
42	5532030014	1026 N Sycamore Ave.	86	5532012026	6820 Romaine St
43	5532030015	1032 N Sycamore Ave.	87	5532012027	Romaine St
			88	5532012028	Romaine St

89	5532012029	Romaine St	137	5524012055	717 N. Highland Ave. #25	185	5532018004	Mansfield Ave	233	5532020028	6775 Santa Monica Blvd
90	5532012030	926 N Citrus Ave	138	5524012056	717 N. Highland Ave. #26	186	5532018010	6850 Lexington Ave	234	5532020011	6751 Santa Monica Blvd
91	5532012031	920 N Citrus Ave	139	5524012057	717 N. Highland Ave. #27	187	5532019013	6824 Lexington Ave	235	5532020012	1117 N McCadden Pl
92	5532012032	916 N Citrus Ave	140	5524012028	713 N. Highland Ave.	188	5532019018	1140 N Citrus Ave	236	5532020013	1119 N McCadden Pl
93	5532012033	910 N Citrus Ave	141	5524012027	6601 Melrose Ave.	189	5532019017	6801 Santa Monica Blvd	237	5532020014	1123 N McCadden Pl
94	5532012034	6821 Willoughby Ave	142	5524012058	6615 Melrose Ave. #1	190	5532019016	6801 Santa Monica Blvd	238	5532020016	1125 N McCadden Pl
95	5532012035	6815 Willoughby Ave	143	5524012059	6617 Melrose Ave. #1	191	5532019015	1107 N Highland Ave	239	5532020017	1125 N McCadden Pl
96	5532012041	941 N Highland Ave	144	5524012060	6619 Melrose Ave. #1	192	5532019019	1135 N Highland Ave	240	5532020018	1145 N McCadden Pl
97	5532012040	941 N Highland Ave	145	5524012061	6621 Melrose Ave.	193	5532019003	1141 N Highland Ave	241	5532020019	1149 N McCadden Pl
98	5532012042	921 N Highland Ave	146	5524012022	706 N. Highland Ave.	194	5532019002	1151 N Highland Ave	242	5532020020	1153 N McCadden Pl
99	5532012037	913 N Highland Ave	147	5524011014	700 N. Highland Ave.	195	5532019001	1153 N Highland Ave	243	5532020023	6764 Lexington Ave
100	5532012036	901 N Highland Ave	148	5524011025	716 N. Highland Ave.	196	5532006028	1213 N. Highland Ave.	244	5532020022	6762 Lexington Ave
101	5524003022	859 N. Highland Ave.	149	5524011026	724 N. Highland Ave.	197	5532006007	1227 N. Highland Ave.	245	5532020021	1157 N McCadden Pl
102	5524003021	849 N. Highland Ave.	150	5524011018	728 N. Highland Ave.	198	5532006029	1233 N. Highland Ave.	246	5532020719	6766 Santa Monica Blvd
103	5524003020	845 N. Highland Ave.	151	5524011019	732 N. Highland Ave.	199	5532006024	1243 N. Highland Ave.	247	5532020718	1050 N Highland Ave
104	5524003019	839 N. Highland Ave.	152	5524011020	736 N. Highland Ave.	200	5532006001	1255 N. Highland Ave.	248	5532020716	6750 Santa Monica Blvd
105	5524003018	829 N. Highland Ave.	153	5524011021	738 N. Highland Ave.	201	5548024050	1309 N Highland Ave	249	5532027008	1036 N Highland Ave.
106	5524003017	823 N. Highland Ave.	154	5524011022	742 N. Highland Ave.	202	5548024036	1311 N Highland Ave	250	5532027009	1032 N Highland Ave
107	5524003016	813 N. Highland Ave.	155	5524011023	750 N. Highland Ave.	203	5548024045	1323 N Highland Ave	251	5532027017	1026 N Highland Ave.
108	5524003015	811 N. Highland Ave.	156	5524011024	752 N. Highland Ave.	204	5548024046	1333 N Highland Ave	252	5532027012	1014 N Highland Ave
109	5524003023	805 N. Highland Ave.	157	5524004028	800 N. Highland Ave.	205	5548024042	1343 N Highland Ave	253	5532027013	1010 N Highland Ave
110	5524012020	759 N. Highland Ave.	158	5524004025	810 N. Highland Ave.	206	5548024051	1347 1/2 N Highland Ave	254	5532027014	1000 N Highland Ave
111	5524012018	755 N. Highland Ave.	159	5524004016	816 N. Highland Ave.	207	5547033001	1410 N Highland Ave	255	5532027004	1007 N McCadden Pl
112	5524012017	751 N. Highland Ave.	160	5524004017	822 N. Highland Ave.	208	5547033002	1354 N Highland Ave	256	5532027003	1021 N McCadden Pl
113	5524012031	717 N. Highland Ave. #1	161	5524004018	828 N. Highland Ave.	209	5547033003	1350 N Highland Ave	257	5532027002	1025 N McCadden Pl
114	5524012032	717 N. Highland Ave. #2	162	5524004019	836 N. Highland Ave.	210	5547033004	1344 N Highland Ave	258	5532027001	1041 N McCadden Pl
115	5524012033	717 N. Highland Ave. #3	163	5524004020	840 N. Highland Ave.	211	5547033032	1342 N Highland Ave	259	5532013900	929 N Las Palmas
116	5524012034	717 N. Highland Ave. #4	164	5524004021	844 N. Highland Ave.	212	5547033008	1330 N Highland Ave	260	5532026035	6721 Romaine St
117	5524012035	717 N. Highland Ave. #5	165	5524004022	Highland Ave	213	5547033009	1328 N Highland Ave	261	5532026036	1017 N Las Palmas Ave
118	5524012036	717 N. Highland Ave. #6	166	5524004023	860 N. Highland Ave.	214	5547033010	1320 N Highland Ave	262	5532026034	1024 N McCadden Pl
119	5524012037	717 N. Highland Ave. #7	167	5532013031	900 N Highland Ave	215	5547033011	1318 N Highland Ave	263	5532026033	1028 N McCadden Pl
120	5524012038	717 N. Highland Ave. #8	168	5532013033	Highland Ave	216	5547033406	1300 N Highland Ave	264	5532026032	1030 N McCadden
121	5524012039	717 N. Highland Ave. #9	169	5532013032	940 N Highland Ave	217	5532005028	1258 N. Highland Ave.	265	5532026031	1040 N McCadden Pl
122	5524012040	717 N. Highland Ave. #10	170	5532013030	950 N Highland Ave	218	5532005040	1248 N. Highland Ave.	266	5532026005	1044 N McCadden Pl
123	5524012041	717 N. Highland Ave. #11	171	5532028009	1001 N Highland Ave	219	5532005004	1242 N. Highland Ave.	267	5532026023	6700 Santa Monica Blvd
124	5524012042	717 N. Highland Ave. #12	172	5532028011	1006 N Mansfield Ave.	220	5532005032	1238 N. Highland Ave.	268	5532021028	1111 N Las Palmas Ave
125	5524012043	717 N. Highland Ave. #13	173	5532028004	1025 N Highland Ave	221	5532005041	1220 N. Highland Ave.	269	5532021024	1111 N Las Palmas Ave
126	5524012044	717 N. Highland Ave. #14	174	5532028008	1035 N Highland Ave	222	5532005011	1206 N. Highland Ave.	270	5532021010	1119 N Las Palmas Ave
127	5524012045	717 N. Highland Ave. #15	175	5532028007	1041 N Highland Ave.	223	5532005012	1200 N. Highland Ave.	271	5532021902	6725 Santa Monica Blvd
128	5524012046	717 N. Highland Ave. #16	176	5532028006	Highland Ave	224	5532005013	6769 Lexington Ave.	272	5532021026	1118 N McCadden Pl
129	5524012047	717 N. Highland Ave. #17	177	5532028012	1051 N Highland Ave	225	5532020001	1160 N Highland	273	5532021005	1138 N McCadden Pl
130	5524012048	717 N. Highland Ave. #18	178	5532028017	6820 Santa Monica Blvd	226	5532020002	1154 N Highland Ave	274	5532021004	1142 N McCadden Pl
131	5524012049	717 N. Highland Ave. #19	179	5532028018	6838 Santa Monica Blvd.	227	5532020003	1150 N Highland Ave	275	5532021003	McCadden Pl
132	5524012050	717 N. Highland Ave. #20	180	5532028015	Mansfield Ave	228	5532020004	1144 N Highland Ave	276	5532021027	1154 N McCadden Pl
133	5524012051	717 N. Highland Ave. #21	181	5532018007	6861 Santa Monica Blvd	229	5532020005	1138 N Highland Ave	277	5532021014	Las Palmas Ave
134	5524012052	717 N. Highland Ave. #22	182	5532018009	1132 N Mansfield Ave	230	5532020006	1136 N Highland Ave	278	5532021015	1145 N Las Palmas Ave
135	5524012053	717 N. Highland Ave. #23	183	5532018008	Mansfield Ave	231	5532020007	1128 N Highland Ave	279	5532021016	Las Palmas Ave
136	5524012054	717 N. Highland Ave. #24	184	5532018005	1116 N Mansfield Ave	232	5532020008	1120 N Highland Ave	280	5532021017	1155 N Las Palmas Ave

281	5532021018	1161 N Las Palmas Ave	329	5533024021	843 Seward St.	377	5533012021	1028 Seward St.	425	5533028018	855 N Cahuenga Blvd.
282	5532022001	1160 N Las Palmas Ave	330	5533024028	835 Seward St.	378	5533012022	1034 Seward St.	426	5533028002	832 Cole Ave.
283	5532022002	1156 N Las Palmas Ave	331	5533024029	823 Seward St.	379	5533012032	Santa Monica Blvd	427	5533028004	826 Cole Ave.
284	5532022003	1144 N Las Palmas Ave	332	5533024023	817 Seward St.	380	5533012031	Santa Monica Blvd	428	5533028005	814 Cole Ave.
285	5532022004	1138 N Las Palmas Ave	333	5533024003	Seward St	381	5533012030	6568 Santa Monica Blvd.	429	5533028006	800 Cole Ave.
286	5532022005	1134 N Las Palmas Ave	334	5533024004	Seward St	382	5533012002	6560 Santa Monica Blvd.	430	5533028016	841 N Cahuenga Blvd.
287	5532022006	1128 N Las Palmas Ave	335	5533024026	801 Seward St.	383	5533012027	6550 Santa Monica Blvd.	431	5533028019	837 N Cahuenga Blvd.
288	5532022008	1120 N Las Palmas Ave	336	5533037001	755 Seward St.	384	5533012028	1045 N Hudson Ave.	432	5533028014	833 N Cahuenga Blvd.
289	5532022010	6677 Santa Monica Blvd	337	5533037002	747 Seward St.	385	5533011001	6567 Santa Monica Blvd.	433	5533028013	825 N Cahuenga Blvd.
290	5532022024	6665 Santa Monica Blvd	338	5533037003	743 Seward St.	386	5533011002	1110 Seward St.	434	5533028012	821 N Cahuenga Blvd.
291	5532022026	6666 Lexington Ave	339	5533037004	737 Seward St.	387	5533011020	1122 Seward St.	435	5533028011	815 N. Cahuenga Blvd.
292	5532022025	6650 Lexington Ave	340	5533037005	735 Seward St.	388	5533011021	1130 Seward St.	436	5533028017	807 N Cahuenga Blvd.
293	5532022019	6640 Lexington Ave	341	5533037023	729 Seward St.	389	5533011003	6561 Santa Monica Blvd.	437	5533028007	6011 Waring Ave.
294	5532022023	6641 Santa Monica Blvd	342	5533037024	6101 Melrose Ave.	390	5533010041	6539 Santa Monica Blvd.	438	5533028008	801 N Cahuenga Blvd.
295	5532023012	Santa Monica Blvd	343	5533036013	6063 Melrose Ave.	391	5533010017	1117 Wilcox Pl	439	5533033902	6014 Waring Ave
296	5532023002	6616 Lexington Ave	344	5533036012	6051 Melrose Ave.	392	5533010044	6525 Santa Monica Blvd.	440	5533033030	726 Cole Ave.
297	5532023001	6600 Lexington Ave	345	5533036025	708 Seward St.	393	5533013029	6522 Santa Monica Blvd.	441	5533033008	720 Cole Ave
298	5532023003	1145 Seward St	346	5533036015	712 Seward St.	394	5533013028	6518 Santa Monica Blvd.	442	5533033009	716 Cole Ave
299	5532023004	1141 Seward St	347	5533036016	720 Seward St.	395	5533013002	6512 Santa Monica Blvd.	443	5533033010	710 Cole Ave.
300	5532023015	Santa Monica Blvd	348	5533036017	722 Seward St.	396	5533013005	1048 N Hudson Ave.	444	5533033011	5925 Melrose Ave.
301	5532023016	6601 Santa Monica Blvd	349	5533036026	736 Seward St.	397	5533013001	6500 Santa Monica Blvd.	445	5533033012	5901 Melrose Ave.
302	5532023011	6621 Santa Monica Blvd	350	5533036021	742 Seward St.	398	5533010042	6511 Santa Monica Blvd.	446	5533033027	705 N. Cahuenga Blvd.
303	5532023008	6611 Santa Monica Blvd	351	5533036022	748 Seward St.	399	5533010005	1120 Wilcox Pl	447	5533033034	717 N Cahuenga Blvd. A1
304	5532023013	6609 Santa Monica Blvd	352	5533036023	752 Seward St.	400	5533009018	1116 Wilcox Ave.	448	5533033035	717 N Cahuenga Blvd. A2
305	5532025001	6678 Santa Monica Blvd.	353	5533036024	758 Seward St.	401	5533009002	6451 Santa Monica Blvd.	449	5533033036	717 N Cahuenga Blvd. A3
306	5532025002	6674 Santa Monica Blvd.	354	5533025008	800 Seward St.	402	5533009031	6439 Santa Monica Blvd.	450	5533033037	717 N Cahuenga Blvd. A4
307	5532025003	6670 Santa Monica Blvd.	355	5533025009	812 Seward St.	403	5533009030	1129 Cole Ave.	451	5533033038	717 N Cahuenga Blvd. A5
308	5532025004	6666 Santa Monica Blvd	356	5533025010	816 Seward St.	404	5533009028	6435 Santa Monica Blvd.	452	5533033039	717 N Cahuenga Blvd. B1
309	5532025005	6662 Santa Monica Blvd	357	5533025011	820 Seward St.	405	5533009017	1102 Wilcox Ave.	453	5533033040	717 N Cahuenga Blvd. B2
310	5532025006	6660 N Sepulveda Blvd.	358	5533025012	826 Seward St.	406	5533014002	6464 Santa Monica Blvd.	454	5533033041	717 N Cahuenga Blvd. B3
311	5532025007	6648 Santa Monica Blvd	359	5533025013	830 Seward St.	407	5533014001	6432 Santa Monica Blvd.	455	5533033042	717 N Cahuenga Blvd. B4
312	5532025008	6642 Santa Monica Blvd	360	5533025026	838 Seward St.	408	5533014900	1037 Cole Ave	456	5533033043	717 N Cahuenga Blvd. B5
313	5532024013	6600 Santa Monica Blvd	361	5533025025	840 Seward St.	409	5533014901	1033 Cole Ave	457	5533033016	721 N. Cahuenga Blvd.
314	5532024009	6605 Eleanor Ave	362	5533025028	Seward St	410	5533014005	1027 Cole Ave.	458	5533033017	727 N Cahuenga Blvd
315	5532025016	1040 N Las Palmas Ave.	363	5533025017	856 Seward St.	411	5533014023	1023 Cole Ave.	459	5533033018	731 Cahuenga Blvd
316	5532024007	6601 Romaine St	364	5533025018	856 Seward St.	412	5533014024	1017 Cole Ave.	460	5533033019	739 N. Cahuenga Blvd.
317	5532014039	6650 Romaine St	365	5533023027	900 Seward	413	5533014008	1011 Cole Ave.	461	5533033026	745 N Cahuenga Blvd.
318	5532014901	Romanine St	366	5533023026	936 Seward St.	414	5533014020	1001 Cole Ave.	462	5533032012	5865 Melrose Ave.
319	5532014038	959 Seward St	367	5533023017	952 N Hudson Ave.	415	5533021030	957 Cole Ave.	463	5533032013	5851 Melrose Ave.
320	5532014034	6555 Barton Ave	368	5533023018	952 Seward St.	416	5533021002	953 Cole Ave.	464	5533032014	706 N Cahuenga Blvd.
321	5532014033	6547 Barton Ave	369	5533023001	957 N Hudson Ave.	417	5533021037	947 Cole Ave.	465	5533032011	720 N Cahuenga Blvd.
322	5532014032	6545 Barton Ave	370	5533023002	953 N Hudson Ave.	418	5533021005	937 Cole Ave.	466	5533032009	720 N Cahuenga Blvd.
323	5532014031	6541 Barton Ave	371	5533023003	947 N Hudson Ave	419	5533021028	927 Cole Ave.	467	5533032030	726 N Cahuenga Blvd.
324	5532015046	911 Seward St	372	5533012025	1000 Seward St.	420	5533021008	923 Cole Ave.	468	5533032029	738 N Cahuenga Blvd.
325	5532015047	905 Seward St	373	5533012017	1010 Seward St.	421	5533021009	Cole Ave	469	5533032005	740 N Cahuenga Blvd.
326	5532015048	901 Seward St	374	5533012018	1016 Seward St.	422	5533021010	Cole Ave	470	5533032004	742 N Cahuenga Blvd.
327	5533024001	861 Seward St.	375	5533012019	1018 Seward St.	423	5533021011	905 Cole Ave.	471	5533032003	746 N Cahuenga Blvd.
328	5533024020	849 Seward St.	376	5533012020	1026 Seward St.	424	5533021012	6205 Willoughby Ave.	472	5533032002	752 N Cahuenga Blvd.

473	5533032001	758 N Cahuenga Blvd.	500	5533016013	Lillian Way
474	5533032025	755 Lillian Way	501	5533016008	1021 Lillian Way
475	5533029002	836 N Cahuenga Blvd.	502	5533016012	1027 Lillian Way.
476	5533029001	850 N Cahuenga Blvd.	503	5533019001	6200 Romaine St.
477	5533030001	858 Lillian Way	504	5533019002	946 N Cahuenga Blvd.
478	5533030002	850 Lillian Way	505	5533019003	936 N Cahuenga Blvd.
479	5533030027	832 Lillian Way	506	5533019012	900 N Cahuenga Blvd.
480	5533030022	827 Lillian Way	507	5533019005	901 Lillian Way
481	5533030007	830 Lillian Way	508	5533031029	717 Vine St
482	5533030026	823 N. Vine St.	509	5533031030	727 Vine St
483	5533030010	812 Lillian Way	510	5533031024	777 Vine St
484	5533030011	806 Lillian Way	511	5533018001	901 Vine St.
485	5533030025	802 Lillian Way	512	5533018900	955 Vine St
486	5533020023	914 Cole Ave.	513	5533017900	Eleanor Ave
487	5533015018	1008 Cole Ave.	514	5533017901	955 Vine St
488	5533015019	1044 Cole Ave.	515	5533017011	6309 Eleanor Ave.
489	5533015003	6424 Santa Monica Blvd.	516	5533017010	1057 Vine St.
490	5533015002	Santa Monica Blvd	517	5533017004	1060 Lillian Way
491	5533009900	Santa Monica Blvd	518	5533017009	6300 Santa Monica Blvd.
492	5533008024	6379 Santa Monica Blvd.	519	5533017001	6324 Santa Monica Blvd.
493	5533008011	6363 Santa Monica Blvd.	520	5533017002	6320 Santa Monica Blvd.
494	5533008012	6331 Santa Monica Blvd.	521	5533017003	6314 Santa Monica Blvd.
495	5533016001	6372 Santa Monica Blvd.	522	5533007013	6325 Santa Monica Blvd.
496	5533016002	6350 Santa Monica Blvd.	523	5533007012	6315 Santa Monica Blvd.
497	5533016005	1067 Lillian Way	524	5533007035	6315 Santa Monica Blvd.
498	5533016006	6309 Eleanor Ave.	525	5533007034	Santa Monica Blvd
499	5533016014	Lillian Way	526	5533007032	6301 Santa Monica Blvd.

Attachment A

Certified Engineer's Report

**HOLLYWOOD MEDIA DISTRICT
PROPERTY BUSINESS IMPROVEMENT
DISTRICT**

*Being Renewed Under California Streets and Highways Code Section 36600 et seq.
Property and Business Improvement District Act of 1994*

RENEWED

**DISTRICT
ASSESSMENT ENGINEER'S
REPORT**

ATTACHMENT A

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

May 8, 2014

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THE HOLLYWOOD MEDIA DISTRICT BID - ENGINEER'S REPORT

DISTRICT ASSESSMENT ENGINEER'S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed Hollywood Media District Property and Business Improvement District ("HMD BID") being renewed for a ten (10) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



Edward V. Henning

RPE #26549 May 8, 2014
Date:

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the "detailed engineer's report" required by Section 4(b) of Article XIIIID of the California Constitution (Proposition 218) to support the benefit property assessments proposed to be levied within the HMD BID in the City of Los Angeles, California being renewed for a ten (10) year term. The discussion and analysis contained within this Report constitutes the required "nexus" of rationale between assessment amounts levied and special benefits derived by properties within the HMD BID.

Background

The HMD BID is a property-based benefit assessment type district being renewed for a ten (10) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code, also known as the Property and Business Improvement District Law of 1994 (the "Act"). Due to the benefit assessment nature of assessments levied within a property and business improvement district ("BID"), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative "benefit" received from BID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from BID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the HMD BID. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were "chaperoned" into law as Article XIIIID of the California Constitution.

Since Prop 218 provisions will affect all subsequent calculations to be made in the final assessment formula for the HMD BID, Prop 218 requirements will be taken into account. The key provisions of Prop 218 along with a description of how the HMD BID complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII of the California Constitution):

Finding 1. From Section 4(a): "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed"

There are 526 parcels within the renewed HMD BID "identified" as assessable parcels that will derive special benefit from the proposed District programs and activities. The benefits are special and unique only to the identified parcels within the District because programs and services (i.e. streetscape services, security, improvements and marketing; and management) will only be provided directly for the benefit of the identified parcels. These identified benefiting parcels are located within the BID perimeter boundary which is shown on the Boundary Map attached as Appendix 2 to this Report and are listed as Appendix 1 to this Report - identified by assessor parcel number. Any future development and/or land subdivisions will adhere to the assessment rate structures described herein. While there is only one benefit zone within the renewed District, there are premium streetscape service areas for parcels with street frontages along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue. The premium streetscape service area frontages require higher levels of programmed and response streetscape service than other "standard" area frontages in order to attain a high-quality level

of cleanliness and appearance along these high activity transit and pedestrian corridors.

Setting

The HMD BID is located in the Hollywood area of Los Angeles just south of the famous Sunset Boulevard and Hollywood Boulevard entertainment corridors, just east of the West Hollywood City limit, north and northeast of the also famous Melrose Avenue shopping and dining corridor and west of Vine Street. The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, live-work lofts, commercial parking, government and a few scattered residential units. (See Benefit Analysis section starting on page 12 of this Report for a detailed discussion of special benefits for each land use category). The HMD BID is anchored by several large campus-like television and motion picture studios and hundreds of media support and design oriented businesses and facilities. Also located within the HMD BID along Santa Monica Boulevard is "Theatre Row Hollywood" which features a dozen live theaters with over 20 stages that feature dramatic plays, musicals and comedies. There are also several night clubs featuring live music and dancing. Interwoven around this commercial-industrial District are pockets of mature residential neighborhoods ranging from single family dwellings to multi-unit apartment buildings. More recently, there have been newer work-live "loft" condominiums built along the commercial-industrial streets within the HMD BID which house media related businesses with ancillary built-in residential components. In addition, there are at least two proposed large mixed-use developments within the HMD BID with primary ground floor commercial uses and secondary multi upper floor apartment units.

State PBID Law (Section 36632 Streets and Highways Code) states: Properties zoned solely for residential use.....are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessments pursuant to this part." Based on this State Law provision, the HMD BID boundaries are intentionally scribed to exclude parcels zoned solely residential since State Law conclusively presumes that such parcels will not benefit from BID funded improvements and services and cannot be assessed. No direct or tangible BID funded services and improvements will be provided to these parcels nor will any special benefits be conferred upon them.

It is noted that this section of State Law does not address the actual land use on parcels zoned solely residential; only the underlying zoning designation. There are several parcels on the perimeter of the HMD BID that are zoned solely residential but have commercial-industrial land uses. But for their underlying residential zoning, these parcels would be included in the HMD BID. Since State Law conclusively presumes that they will not benefit from BID funded improvements and services by virtue of their underlying zoning designation, they are excluded. No direct or tangible BID funded services and improvements will be provided to such parcels nor will any special benefits be conferred upon them.

The above-cited "zoned solely residential" assessment exemption does not apply to residential land uses on non-residential zoned parcels. In the opinion of the Engineer with nearly 40 years of professional assessment engineering experience and based on the nature of the services funded and provided by the HMD BID (over 95% allocated to "clean and safe and related administration"), residential land uses that are located within the HMD BID will receive proportionate special benefits from direct and tangible BID services and will be proportionately assessed as noted within

THE HOLLYWOOD MEDIA DISTRICT BID –ENGINEER’S REPORT

this Plan and the attached Engineer’s Report. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents within the HMD BID by reducing crime, litter and debris, all considered detractions to commerce, occupancy rates, livability and investment return if not contained and properly managed.

Boundary Justification

The perimeter boundary of the renewed Hollywood Media District BID is generally bounded by Lexington/DeLongpre Avenues on the north, Vine Street on the east, Melrose/Wiloughby Avenues on the south and La Brea Avenue on the west. Due to several legal and land use related circumstances the actual HMD BID boundaries within the broadly defined limits described above are irregular. These special circumstances are described as follows:

Northern Boundary

1. Along the north, all parcels lying generally between DeLongpre and Lexington between La Brea and Vine, except along Highland, Vine and La Brea are residentially zoned and developed and precluded from BID assessments by virtue of State Law and will have no special benefits conferred on them, and thus, are not included in the HMD BID. A few unique situations are described as follows:

A. There is a 36 unit apartment building located at the northern HMD BID boundary on the west side of Orange north of Santa Monica Blvd. This apartment complex straddles three parcels – APN 5532-016-024, 025 and 054. The first 2 parcels, APN 5532-016-024 and 025 (northern-most) are zoned LAR3 (solely residential and precluded by State Law from being assessed). The third parcel is zoned LAC2 and while it could be assessed, is tied developmentally to two non-assessable parcels to the north. It is the opinion of this Engineer that all 3 parcels should be excluded from inclusion in the HMD BID by virtue of the residential land use, the predominant underlying residential zoning designation which is precluded by State Law from being assessed and the location on the northern HMD BID perimeter boundary. No direct or tangible BID funded services and improvements will be provided to these parcels nor will any special benefits be conferred upon them.

B. APN 5532-006-028 extends from Highland to Citrus just north of Lexington. The east part of this parcel is Zoned LAC2 and the west part, a parking lot, is zoned LAR3 (solely residential and precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LAR3 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the western part of this parcel with Citrus frontage nor will any special benefits be conferred upon it.

C. APN 5532-005-040 extends from Highland east to McCadden. The west part of this parcel is Zoned LAC2 and the east part, private classroom buildings, is zoned LARD1.5 (solely residential and

THE HOLLYWOOD MEDIA DISTRICT BID –ENGINEER’S REPORT

precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LARD1.5 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the eastern part of this parcel with McCadden frontage nor will any special benefits be conferred upon it.

D. APN 5532-005-041 extends from Highland east to McCadden. The west part of this parcel is Zoned LAC2 and the east part, a parking lot is zoned LARD1.5 (solely residential and precluded by State Law from being assessed). Only the part zoned LAC2 will be included in the HMD BID and assessed. The part zoned LARD1.5 will not be included in the HMD BID nor assessed. No direct or tangible BID funded services and improvements will be provided to the eastern part of this parcel with McCadden frontage nor will any special benefits be conferred upon it.

E. The four parcels on the east side of Seward just south of Lexington are Zoned M1 – APN 5533-011-013, 014, 015, and 016. The latter 3 parcels contain multi-unit residential apartments and the former (the northern-most) a parking lot. It is the opinion of this Engineer that these four parcels represent the beginning of the residential neighborhood to the north and east of this location and have no relationship to the television and movie studio and related media land uses within the core HMD BID. For this reason, these parcels are excluded from inclusion in the HMD BID. No direct or tangible BID funded services and improvements will be provided to these four parcels nor will any special benefits be conferred upon them.

2. While much of the area along Highland north of DeLongpre is commercially developed, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found south of DeLongpre along Highland and throughout the balance of the HMD BID. These general automobile oriented commercial parcels north of DeLongpre do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels north of DeLongpre nor will any special benefits be conferred upon them.

Eastern Boundary

3. While much of the area on the east side of Vine and Santa Monica east of Vine is commercial in nature, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found throughout the HMD BID. These general automobile oriented commercial parcels east of Vine do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels east of Vine nor will any special benefits be conferred upon them.

Southern Boundary

4. Along the south, parcels generally between Willoughby and Melrose between La Brea and Vine, except along Highland, Seward, Cole, Cahuenga and Vine are all zoned solely residential and precluded by State Law from BID assessments, and thus, are not included in the HMD BID.
5. While much of the area along Melrose is commercially developed, it represents a general automobile related commercial strip land use pattern, much different than the television and movie studio and related media type land uses found throughout the HMD BID. These general automobile oriented commercial parcels along Melrose and south do not coincide with the HMD BID land use patterns nor provide ancillary commercial support for the television and movie studio activities, and thus, are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels along Melrose and south nor will any special benefits be conferred upon them.

Western Boundary

6. While both sides of La Brea between Romaine and DeLongpre are commercially developed, they lie within the City of West Hollywood and cannot, without consent of the West Hollywood City Council, be included within a City of Los Angeles business improvement district. Since there is no such consent, parcels located within the City of West Hollywood are not included in the HMD BID. No direct or tangible BID funded services and improvements will be provided to parcels within the City of West Hollywood nor will any special benefits be conferred upon them.

Miscellaneous Boundary Discussion

7. Two existing property BIDs border the HMD BID – the Sunset and Vine BID on the northeast, and the Melrose Avenue BID on the southwest. State Law precludes two property BIDs from overlapping, and thus, any parcels located within these other BIDs are not included in the HMD BID.
8. Proposed expansion area #1 includes 15 parcels on the block west of the current HMD BID boundary bounded by La Brea, Willoughby, Formosa and Romaine. This block currently reflects similar media related industrial/commercial land uses to those on the east side of La Brea. It is the opinion of the Assessment Engineer that these 15 parcels would receive special benefit from BID funded services.
9. Proposed expansion area #2 includes 3 commercial parcels on the block southeast of the current HMD BID boundary, bounded roughly by Vine, Melrose, Lillian Way and Waring. This block reflects similar commercial land uses to those along the west side of Vine within the HMD BID. It is the opinion of the Engineer that these 3 commercial parcels would receive special benefit from BID funded services. It is noted that 2 other parcels on the northwest portion of this block, while zoned LAC2, contain multi-unit residential apartments. It is the opinion of the Engineer that these 2 parcels represent the beginning of the residential neighborhood to the west of

this location and have no relationship to the television and movie studio and related media land uses within the core HMD BID. For this reason, these parcels are excluded from inclusion in the HMD BID. No direct or tangible BID funded services and improvements will be provided to these 2 parcels nor will any special benefits be conferred upon them.

10. Proposed expansion area #3 includes 16 parcels on the block of Highland Avenue north of the current HMD BID boundary between Fountain and DeLongpre. This block currently reflects similar media related industrial/commercial land uses to those along Highland Avenue south of Fountain. It is the opinion of the Assessment Engineer that these 16 parcels would receive special benefit from BID funded services.

Boundary Description:

The boundary of the renewed Hollywood Media District Business Improvement District and parcels within it are shown on the map of the HMD BID attached as Appendix 2 to this Report along with a Map Number Index tying map numbers with Assessor Parcel Numbers and site addresses. The exterior perimeter boundaries, including 3 expansion areas, are more specifically described as follows:

Northern Boundary

Beginning at the northwest corner of the HMD BID, at the northwest corner of APN 5531-013-021; thence east from the point of beginning along the segmented northern property line of said APN 5531-013-021 to the segmented western property line of said APN 5531-013-021; thence north along said 5531-013-021 segmented western property line of said APN 5531-013-021 to the segmented northern property line of said APN; thence east along said segmented northern property line of said APN 5531-013-021 past the centerline of Sycamore Avenue to the northern property line of APN 5532-016-029, continuing east along said northern property line of said APN 5532-016-029 to the eastern property line of said APN 5532-016-029; thence south along said eastern property line of said APN 5532-016-029 to the northern property line of APN 5532-016-027; thence east along said northern property line of said APN 5532-016-027 to the centerline of Orange Dr; thence north from this point to the westerly prolongation of the northern property line of APN 5532-017-020; thence east along said northern property line of said APN 5532-017-020 to the western property line of APN 5532-017-019; thence north along said western property line of said APN 5532-017-019 to the centerline of Lexington Avenue; thence east along said centerline of Lexington Avenue to the southerly prolongation of the western property line of APN 5532-006-028; thence north from that point along said western property line of said APN 5532-006-028, bisecting said APN 5532-006-028 to the western property line of APN 5532-006-007; thence north along said western property line of said APN 5532-006-007, continuing north along the western property lines of APN 5532-006-029, APN 5532-006-024 and APN 5532-006-001 to the centerline of Fountain Avenue; thence west to the intersection of the southerly prolongation of the centerline of that alley lying parallel to and west of Highland Avenue; thence north from that point along said alley centerline to the centerline of DeLongpre Avenue; thence east from that point along said DeLongpre Avenue centerline, across Highland Avenue to the northerly prolongation of that alley lying parallel to and east of Highland Avenue; thence south from that point along said alley centerline to the centerline of Fountain Avenue; thence west along said Fountain Avenue centerline

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to the northerly prolongation of the eastern property line of APN 5532-005-028; thence south from that point along said eastern property line of said APN 5532-005-028, bisecting APN 5532-005-040 to the eastern property line of APN 5532-005-004; thence south from that point along said eastern property line of said APN 5532-005-004, continuing south along the eastern property line of APN 5532-005-032, bisecting APN 5532-005-041 and continuing along the eastern property line of APN 5532-005-041, APN 5532-005-011 and APN 5532-005-013 to the centerline of Lexington Avenue; thence east from that point along said centerline of Lexington Avenue to the centerline of Seward Street; thence south from that point along said centerline of Seward Avenue to the westerly prolongation of the northern property line of APN 5533-011-021; thence east from that point along said northern property line of APN 5533-011-021 to the eastern property line of said APN 5533-011-021; thence south along said eastern property line of said APN 5533-011-021, continuing south along the eastern property line of APN 5533-011-020 to the northern property line of APN 5533-011-003; thence east along said northern property line of said APN 5533-011-003, continuing across Hudson Avenue and along the northern property line of APN 5533-010-041 to the western property line of APN 5533-010-017; thence north along said western property line of said APN 5533-010-017 to the northern property line of said APN 5533-010-017; thence east along said northern property line of said APN 5533-010-017 to the centerline of Wilcox Place; thence north along said centerline of Wilcox Place to the westerly prolongation of the northern property line of APN 5533-010-005; thence east from that point along said northern property line of said APN 5533-010-005 to the centerline of Wilcox Avenue; thence north from that point to the westerly prolongation of the northern property line of APN 5533-009-902; thence east from that point along said northern property line of said APN 5533-009-902, continuing along the northern property line of APN 5533-009-031 and APN 5533-009-030 to the centerline of Cole Avenue; thence south from that point to the centerline of that alley lying parallel to and north of Santa Monica Boulevard; thence east along said alley centerline across Cahuenga Boulevard, continuing along the northern property line of APN 5533-008-024 to the eastern property line of said APN 5533-008-024; thence south along said eastern property line of said APN 5533-008-024 to the northern property line of APN 5533-008-011; thence east along said northern property line of said APN 5533-008-011, continuing along the northern property line of APN 5533-008-012 to the centerline of Lillian Way; thence south from that point along said centerline of Lillian Way to the western prolongation of the northern property line of APN 5533-007-013; thence east from that point along said northern property line of said APN 5533-007-013, continuing along the northern property line of APN 5533-007-012, APN 5533-007-035, APN 5533-007-034 and APN 5533-007-032 to the centerline of Vine Street.

Eastern Boundary

Beginning at the northeast corner of the HMD BID, a point along the centerline of Vine Street and the eastern prolongation of the northern property line of APN 5533-007-032; thence south along said centerline of Vine Street to the centerline of Waring Avenue; thence west along said centerline of Waring Avenue to the centerline of Lillian Way; thence south along said centerline of Lillian Way to the easterly prolongation of the southern property line of APN 5533-032-025; thence west along said southern property line of said APN 5533-032-025 to the eastern property line of APN 5533-032-002; thence south along said eastern property line of said APN 5533-032-002, continuing along the eastern property line of APN 5533-032-003, APN 5533-032-004, APN 5533-032-005, APN 5533-032-029,

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APN 5533-032-030, APN 5533-032-009 and APN 5533-032-011 to the northern property line of APN 5533-03-014; thence east along said northern property line of APN 5533-03-014 to the centerline of Lillian Way; thence north along said centerline of Lillian Way to the westerly prolongation of the northern property line of APN 5533-031-030; thence east along said northern property line of APN 5533-031-030 to the western property line of APN 5533-031-024; thence north along said western property line of APN 5533-031-024 to the centerline of Lillian Way; thence east along said centerline of Lillian Way to the centerline of Vine Street; thence south along said centerline of Vine Street to the centerline of Melrose Avenue.

Southern Boundary

Beginning at the southeast corner of the HMD BID, the intersection of the centerline of Vine Street and Melrose Avenue; thence west along said centerline of Melrose Avenue to the centerline of Cole Avenue; thence north from this point along said centerline of Cole Avenue to the centerline of Willoughby Avenue; thence west from this point along said centerline of Willoughby Avenue to the southerly prolongation of the western property line of APN 5533-021-012; thence north along said western property line of said APN 5533-021-012, continuing along the western property line of APN 5533-021-011, APN 5533-021-010, APN 5533-021-009, APN 5533-021-008, APN 5533-021-028, APN 5533-021-005, APN 5533-021-037, APN 5533-021-002 and APN 5533-021-030; across Romaine Avenue and continuing along the western property line of APN 5533-014-020, APN 5533-014-008, APN 5533-014-024, APN 5533-014-023, APN 5533-014-005, APN 5533-014-901 and APN 5533-014-900 to the southern property line of APN 5533-014-001; thence west from this point along said southern property line of said APN 5533-014-001, continuing along the southern property line of APN 5533-014-002 to the centerline of Wilcox Avenue; thence north from this point along said centerline of Wilcox Avenue to the prolongation of the southern property line of APN 5533-013-001; thence west from this point along said southern property line of said APN 5533-013-001, continuing along the southern property line of APN 5533-013-002, APN 5533-013-028 and APN 5533-013-005 to the centerline of Hudson Avenue; thence north from this point along said centerline of Hudson Avenue to easterly prolongation of the southern property line of APN 5533-012-028; thence west from this point along said southern property line of APN 5533-012-028, continuing along the southern property line of APN 5533-012-002 to the eastern property line of APN 5533-012-032; thence south from this point along said eastern property line of said APN 5533-012-032, continuing south along eastern property line of APN 5533-012-022, APN 5533-012-021, APN 5533-012-020, APN 5533-012-019, APN 5533-012-018, APN 5533-012-017 and APN 5533-012-025 to the centerline of Romaine Street; thence east along said centerline of Romaine Street to the centerline of Hudson Avenue; thence south from this point along said centerline of Hudson Avenue to the easterly prolongation of the southern property line of APN 5533-023-003; thence west from this point along said southern property line of APN 5533-023-003 to the eastern property line of APN 5533-023-026; thence south from this point along said eastern property line of said APN 5533-023-026, continuing south along eastern property line of APN 5533-023-027, bisecting said APN 5533-023-027 in two places, continuing across Willoughby Avenue and the eastern property line of APN 5533-025-018, APN 5533-020-017, APN 5533-020-028, APN 5533-020-025, APN 5533-020-026, APN 5533-020-013, APN 5533-020-012, APN 5533-020-011, APN 5533-020-010, APN 5533-020-009, APN 5533-020-008, continuing across Waring Avenue and south along the eastern property line of APN 5533-036-024, APN 5533-036-023, APN 5533-036-022, APN 5533-036-021,

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APN 5533-036-026, APN 5533-036-017, APN 5533-036-016 and APN 5533-036-015 to the northern property line of APN 5533-036-025; thence east from this point along said northern property line of said APN 5533-036-025 to the centerline of Hudson Avenue; thence south along said centerline of Hudson Avenue to the centerline of Melrose Avenue; thence west from this point along said centerline of Melrose Avenue to the southerly prolongation of the western property line of APN 5533-037-024; thence north from this point along said western property line of said APN 5533-037-024, continuing north along the western property line of APN 5533-037-023, APN 5533-037-005, APN 5533-037-004, APN 5533-037-003, APN 5533-037-002, APN 5533-037-001, across Waring Avenue, continuing north along the western property line of APN 5533-024-026, APN 5533-024-004, APN 5533-024-003, APN 5533-024-023, APN 5533-024-0029, APN 5533-024-0028, APN 5533-024-021, APN 5533-024-020, and APN 5533-024-001 to the centerline of Willoughby Avenue; thence east along said centerline of Willoughby Avenue to the southerly prolongation of the western property line of APN 5532-015-048; thence north from this point along said western property line of said APN 5532-015-048, continuing north along western property line of APN 5532-015-047 and APN 5532-015-046 to the centerline of Barton Avenue; thence west from this point along said centerline of Barton Avenue to the centerline of Las Palmas Avenue; thence south from this point along said centerline of Las Palmas Avenue to the centerline of Willoughby Avenue; thence west along said centerline of Willoughby Avenue to the northern prolongation of the centerline of that alley lying parallel to and east of Highland Avenue; thence south from this point along said alley centerline to the centerline of Melrose Avenue; thence west from this point along said centerline of Melrose Avenue to the centerline of Citrus Avenue; thence north from this point along said centerline of Citrus Avenue to the centerline of that alley lying parallel to and north of Melrose Avenue; thence east along said alley centerline to the centerline of that alley lying parallel to and west of Highland Avenue; thence north from this point along said alley centerline to the centerline of Willoughby Avenue; thence west along said centerline of Willoughby Avenue to the centerline of Citrus Avenue; thence north from this point along said centerline of Citrus Avenue to the eastern prolongation of the southern property line of APN 5532-011-044; thence west along said southern property line of said APN 5532-011-044, continuing across Mansfield Avenue, west along the southern property line of APN 5532-010-064 and APN 5532-010-057, continuing across Orange Dr, west along the southern property line of APN 5532-010-052 and APN 5532-010-047 to the centerline of Sycamore Avenue; thence south from this point along said centerline of Sycamore Avenue to the centerline of Willoughby Avenue; thence west from this point along said centerline of Willoughby Avenue to the centerline of Formosa Avenue.

Western Boundary

Beginning at the southwest corner of the HMD BID, the intersection of the centerlines of Willoughby Avenue and Formosa Avenue; thence north from this point along the centerline of Formosa Avenue to the centerline of Romaine Avenue; thence east from this point along said centerline of Romaine Avenue to the southern prolongation of the western property line of APN 5531-014-014; thence north from this point along said western property line of said APN 5531-014-014, continuing along the western property line of APN 5531-014-013, APN 5531-014-012, APN 5531-014-023, APN 5531-014-009 and APN 5531-014-008 to the centerline of that alley lying parallel to and south of Santa Monica Boulevard; thence east from this point along said alley centerline to the southern prolongation of the western property line of APN 5531-014-002; thence north along said western property line of said APN 5531-014-

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002 to the centerline of Santa Monica Boulevard; thence east from this point along said centerline of Santa Monica Boulevard to the southern prolongation of the western property line of APN 5531-013-021; thence north along said western property line of said APN 5531-013-021, to the true point of beginning.

While there is only one benefit zone within the renewed District, there are "premium" streetscape service areas for parcels with street frontages along La Brea Avenue, Santa Monica Boulevard and/or Highland Avenue. The premium streetscape service area frontages require higher levels of programmed and responsive streetscape service than other "standard" area frontages in order to maintain a high-quality level of cleanliness and appearance along these high activity transit and pedestrian corridors. Based on more intense land uses and activity along premium area frontages, the programmed and responsive levels of streetscape service are greater than those in standard frontage areas and thus, parcels with premium area frontages will share a higher proportionate percentage of the District streetscape services and related costs. Premium area frontages are heavily trafficked by both vehicular and pedestrian traffic including buses and bus stops, thereby requiring more streetscape services to address additional litter, debris, food and drink grime and gum stains than other standard area street frontages.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined in this Report as well as the Management District Plan. Services, programs and improvements will only be provided to these assessed parcels inside the District boundaries and none will be provided outside of the District boundaries. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents within the HMD BID by reducing crime, litter and debris, all considered detractions if not contained and properly managed. All BID funded services and improvements are considered supplemental above normal base level services provided by the City of Los Angeles and are only provided for the special benefit of assessed parcels within the boundaries of the HMD BID. "Special benefit" is defined in "Finding 2" of this Engineer's Report.

Finding 2. From Section 4(a): "Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. "

BENEFIT ANALYSIS

As stipulated by Proposition 218, assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a "general benefit" is hereby defined as: "A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied". "Special benefit" as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.

The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, commercial parking, government, work-live lofts and a few scattered residential units. Services, programs and improvements provided by the BID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

It is noted that over 95% of the HMD BID funds area allocated to “clean and safe” programs and related management and operation expenses. The balance of funds are used for “Improvements and Marketing” which entails communication outlets such a quarterly newsletter distributed to all assessed HMD BID stakeholders and a District website that announces important news, alerts, and issues for the use by and special benefit for assessed District stakeholders.

For assessed general commercial, retail, office, commercial parking, industrial, and work-live loft uses within the HMD BID, each of these uses and assessed parcels specially benefit from BID funded programs and services through increased commerce, commercial rental income and commercial occupancies. BID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. The communication services (Improvements and Marketing) provide important and beneficial information, alerts and news to property and business owners of each assessed parcel within the HMD BID via quarterly newsletters and an active and informative District website.

For assessed publicly owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit publicly owned parcels by announcing public events and activities held at these public facilities and apprise employees of important District news, security issues and alerts and crime statistics.

For the few assessed residential uses within the BID (all located on non-residentially zoned parcels), these parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

The proposed BID programs, improvements and services are as follows:

- Streetscape Services – sidewalk sweeping, cleaning, graffiti abatement, trash removal for assessed parcels within the District boundaries;
- Security Services- Patrol the assessed parcels within the District 24 hours per day, 7 days per week;
- Improvements and Marketing – Produce and distribute quarterly newsletters to stakeholders and maintain the District’s website which fosters positive communications between and among BID assessed parcels

- Management and Administration – Management of all activities, contracts, etc., of the BID and associated costs including accounting, insurance, City and County fees, delinquencies and unforeseen operation expenses, etc. for the implementation of programs and services for assessed parcels.

Assessed commercial parcels that receive these programs, services and improvements attract more customers, visitors, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, commercial occupancies, commercial rental income and return on investments. These services improve commerce, security and aesthetic appeal for patrons, visitors and employees of assessed parcels within the HMD BID by reducing crime, litter and debris, all considered detractions to commerce, commercial occupancy rates and investment return if not contained and properly managed. In the case of assessed publicly owned parcels, BID funded programs and services provide safer and enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, BID funded programs and services improve the security and aesthetic appeal for tenants, visitors and owners, which, in turn, increase occupancies and rental income. These benefits are particular and distinct to each and every assessed parcel within the HMD BID and are not provided to non-assessed parcels outside of the District. Because these programs, services and improvements will only be provided to each individual assessed parcel within the PBID boundaries, these programs, services and improvements will constitute “special benefits”. The City of Los Angeles does not provide these programs and services. In the case of the HMD BID, the very nature of the purpose of this District is to fund supplemental programs, improvements and services to assessed parcels within the BID boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the BID are for services, programs and improvements directly benefiting each individual assessed parcel within the BID. No BID funded services, activities or programs will be provided outside of the BID boundaries.

While every attempt is made to provide BID services and programs to confer benefits only to those identified assessed parcels within the BID, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or “spillover” onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 2-5% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

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A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for the HMD BID. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to assessed parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

General Benefit – Assessed Parcels within District

BID funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on nearly 40 years of professional assessment engineering experience, that 100% of benefits conferred on assessed parcels within the District are distinct and special and that there are 0% general benefits conferred on these parcels. This is because the BID funded programs and services are specially geared to the unique needs of each assessed parcel within the BID and are directed specially only to these assessed parcels within the BID. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics unique to each assessed parcel.

General Benefit - Public At Large

While the HMD BID funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these BID funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally over 95% of people moving about within BID boundaries are engaged in business related to assessed parcels and businesses contained on them within the District, while the public at large “just passing through” is typically less than 5%. Based on this experience curve and the focused nature of the HMB BID funded programs and nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that a general benefit factor of 0.025 (2.5%) of BID funded special benefit program costs that might provide an immediate general benefit to the public at large will be applied to these applicable program costs in order to compute the dollar and percent value of general benefits to the public at large. It is the opinion of this Engineer that the programs that may provide immediate general benefits to the public at large are Streetscape Services and Security Services. The dollar value of this general benefit type equates to 2.025% of the total Year 1 –2015 District special benefit program costs or \$21,389 as delineated in the chart below.

Program Element	A	B	C	D	E
	Dollar Allocation	% Allocation of Special Benefit Cost	General Benefit Factor	General Benefit Percent (B x C)	General Benefit Value
Streetscape Services	\$211,250	20.00%	0.025	0.5000%	\$5,281
Security Services	\$644,300	61.00%	0.025	1.5250%	\$16,108
TOTAL	\$855,550	81.00%		2.0250%	\$21,389

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General Benefits – Outside Parcels

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services such as increased safety and cleanliness may confer an indirect general benefit on commercial (non-residential) parcels immediately adjacent to the District boundaries. An inventory of the District boundaries finds that the District is surrounded by hundreds of parcels, all of which but 65, are parcels zoned solely residential with residential uses. Of these 65 parcels with commercial uses, 8 are located within existing BIDs immediately adjacent to the HMD BID (3 within the Sunset & Vine BID and 5 within the Melrose BID). Based on nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that parcels outside the BID boundaries that are zoned solely residential and with residential uses do not receive identifiable or calculable levels of general benefits from BID funded programs and services which are geared specifically for and directed immediately to, only assessed parcels within the BID boundaries and for the special and direct benefit of the array of land uses within the BID boundaries. The remaining 57 non-residential parcels outside the District boundaries and immediately adjacent to assessed parcels within the District can reasonably be assumed to receive some indirect general benefit as a result of BID funded programs, services and improvements. Based on nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 526 parcels within the District and a benefit factor of 0.075 be attributed to general benefits conferred on the 57 non-residential parcels immediately adjacent to or across the street from assessed parcels within the HMD BID and a benefit factor of 0.01 be attributed to general benefits conferred on the 8 non-residential parcels located in other existing BIDs immediately adjacent to or across the street from assessed parcels within the HMD BID. The dollar value of this general benefit type equates to 0.8211% of the applicable Year 1 –2015 District program costs or \$8,745 (0.8211% x \$1,064,981) as delineated in the chart below.

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Parcels in the District	526	1	526	99.1789%	\$1,056,236
Non-Residential Parcels Outside the District	57	0.075	4.275	0.8061%	\$8,584
Non-Residential Parcels in Other BIDs	8	0.01	0.08	0.0151%	\$161
TOTAL			530.355	100.0000%	\$1,064,981

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and non-residential parcels outside the District equates to 2.9826% (0% + 2.025 % + 0.8211%), or \$30,134 (\$0 + \$21,389 + \$8,745). For the purposes of this benefit analysis, the 2.8461% general benefit value will be rounded up to 3% with a dollar value of \$32,667. This leaves a value of 97% assigned to special benefit related costs. The general benefit value of \$32,667 when added to the special benefit value of \$1,056,236 (Year 1 –2015 assessments) equates to a total Year 1 – 2015 program cost of \$1,088,903. Remaining costs which are attributed to general benefits, will need to be derived from other sources. A comparison of special and general benefit funding sources is shown in Table 4, p 24, later in this Report.

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BID Programs and Improvements

The Renewed HMD BID provides the following Year 1 – 2015 special benefit services for each individual assessed parcel in the BID:

Year 1 – 2015 District Special Benefit Cost Allocations (Assessment Revenue Only)

ACTIVITY	YR 1 - 2015	% of Total
Streetscape Services	\$211,250	20.0%
Security Services	\$644,300	61.0%
Improvements and Marketing	\$42,250	4.0%
Management/Administration	\$158,436	15.0%
Total	\$1,056,236	100.0%

The projected program special benefit cost allocation for the 10 year BID term assuming a 3% maximum annual increase is as follows:

10 Year Projected District Special Benefit Costs (assumes 3% annual increase) (Assessment Revenue Only)

ACTIVITY	YR 1 - 2015	YR 2 - 2016	YR 3 - 2017	YR 4 - 2018	YR 5 - 2019
Streetscape Services	\$211,250	\$217,588	\$224,115	\$230,839	\$237,764
Security Services	\$644,300	\$663,629	\$683,538	\$704,044	\$725,165
Improvements and Marketing	\$42,250	\$43,518	\$44,823	\$46,168	\$47,553
Management/Administration	\$158,436	\$163,189	\$168,085	\$173,127	\$178,321
Total	\$1,056,236	\$1,087,923	\$1,120,561	\$1,154,178	\$1,188,803
ACTIVITY	YR 6 - 2020	YR 7 - 2021	YR 8 - 2022	YR 9 - 2023	YR 10 - 2024
Streetscape Services	\$244,897	\$252,244	\$259,811	\$267,605	\$275,633
Security Services	\$746,920	\$769,328	\$792,408	\$816,180	\$840,665
Improvements and Marketing	\$48,979	\$50,449	\$51,962	\$53,521	\$55,127
Management/Administration	\$183,671	\$189,181	\$194,856	\$200,702	\$206,723
Total	\$1,224,467	\$1,261,201	\$1,299,037	\$1,338,008	\$1,378,148

As discussed earlier in this Report, the general benefits (i.e. benefits to the general public and surrounding parcels outside the District but not to the assessed parcels themselves) of the proposed improvements, activities and services represent 3% of the total benefits generated and, in turn, 3% of the costs of the BID funded improvements, activities and services provided. Thus, 3% of the total District costs will need to be funded by non-assessment revenue sources such as grants, donations, program income, etc. A delineation of both special and general benefit costs for each program element is shown in the table below:

Total Year 1 – 2015 - Special + General Benefit Costs

Service	YR 1 - 2015 Assessment Allocation	YR 1 - 2015 Non-Assessment Allocation	YR 1 - 2015 Total Allocation	% of Total
Streetscape Services	\$211,250	\$6,533.51	\$217,784	20.00%
Security Services	\$644,300	\$19,926.80	\$664,227	61.00%
Improvements & Marketing	\$42,250	\$1,306.70	\$43,557	4.00%
Management/Administration	\$158,436	\$4,900.08	\$163,336	15.00%
Total	\$1,056,236	\$32,667.09	\$1,088,903	100%

WORK PLAN

Overview

The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, commercial parking, government, work-live lofts and a few scattered residential units. Services, programs and improvements provided by the BID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

It is noted that over 95% of the HMD BID funds area allocated to “clean and safe” programs and related management and operation expenses. The balance of funds are used for “Improvements and Marketing” which entails communication outlets such as a quarterly newsletter distributed to all assessed HMD BID stakeholders and a District website that announces important news, alerts, and issues for the use by and special benefit for assessed District stakeholders.

For general commercial, retail, office, commercial parking, industrial, and work-live loft uses within the HMD BID, each of those uses and assessed parcels specially benefit from BID funded programs and services through increased commerce, commercial rental income and commercial occupancies. BID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. The communication services (Improvements and Marketing) provide important and beneficial information, alerts and news to property and business owners of each assessed parcel within the HMD BID via quarterly newsletters and an active and informative District website.

For assessed publicly owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit publicly owned parcels by announcing public events and activities held at these public facilities and apprise employees of

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important District news, security issues and alerts and crime statistics.

For the few assessed residential uses within the BID (all located on non-residentially zoned parcels), these parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

The Renewed Hollywood Media District BID will provide the following services for each individual parcel assessed in the BID:

Streetscape Services: Uniformed clean teams will provide enhanced maintenance services, including sidewalk sweeping and litter removal, bus stop cleaning, sidewalk washing, graffiti removal and “Rapid Response Team” for clean-up of unusual maintenance problems, such as illegal dumping. A higher frequency of maintenance service is proposed for the “Premium Service Areas” since these areas have higher traffic counts, public bus service and significantly more usage by pedestrians. In turn, the premium service areas have more litter, debris, food and drink spills and gum stains than standard service areas and require more servicing in order to attain a high quality physical appearance of premium service area parcels. The premium service areas includes the La Brea Boulevard, Highland Avenue and Santa Monica Boulevard corridors. The frequency of streetscape services is as follows:

ACTIVITY	STANDARD SERVICE AREA	PREMIUM SERVICE AREA
Sidewalk Sweeping & Litter Removal	2 times per week	5 times per week
Alley Cleaning	1 time per week	1 time per week
Bus Stop Cleaning	None	Weekly
Sidewalk Washing	Quarterly	Weekly
Graffiti removal & “Rapid Response” Team	As Needed	As Needed

The goal of the Streetscape Services component of the BID program is managing the appearance of the BID as an attractive and inviting place to work, transact business, shop, dine, obtain services, live and visit. The BID will promote a uniform standard of cleanliness for each parcel that will be apparent for each assessed parcel within the BID. The focus will be regular and continuous removal of paper and litter debris, disposal of leftover packing material and boxes, removal of graffiti, disposal of trash from trash receptacles, sidewalk sweeping, pressure washing, etc. A regular and systematic review of the entire BID area will be conducted to identify any areas that regularly reflect unsanitary or litter conditions. These services are to be provided only within the district boundaries.

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The Streetscape Services will assist in enhancing the image of each individual assessed parcel in the BID area. This activity is designed to increase vehicular and pedestrian traffic within HMD that will increase commerce and customer activity, attract and retain new business and patrons for assessed parcels within the BID boundaries, as well as increase commercial rents and commercial occupancies. In the case of assessed publicly owned parcels, BID funded streetscape services provide enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, BID funded programs and services improve the aesthetic appeal for tenants, visitors and owners, which, in turn, increase occupancies and rental income. Because these Streetscape Services will only be provided to each individual assessed parcel within the BID boundaries, these improvements will constitute “special benefits”.

Security: The Security patrols will assist in creating a safe and secure environment to each individual assessed parcel in the HMD BID. This activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, as well as increase commercial rents and commercial occupancies for the assessed parcels within the BID boundaries. In the case of assessed publicly owned parcels, BID funded security programs and services provide safer and enhanced facilities for their employees, students, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, BID funded security programs and services improve the security for tenants, visitors and owners, which, in turn, increase occupancies and rental income.

Uniformed security patrols will provide a variety of public safety services by assisting visitors and employees, support police crime prevention efforts to reduce the incidence of crime and reduce nuisance activities, and productively address the challenges associated with street populations. Deployment of safety patrols will include both bicycle and auto patrols. The proposed service frequencies for public safety deployment will be 24 hours/day - 7 days/week. Patrols will be deployed throughout the district. Deployment will include regular patrols plus redeployment as needed to respond to calls for service and trouble spots.

Each assessed parcel will benefit because the Security and Safety services will only be provided to each individual assessed parcel within the BID boundaries, therefore, these services constitute “special benefits”.

Improvements and Marketing: Improvements and marketing activities will aim to improve the overall business image of the district with the goal of attracting and retaining businesses, jobs and investment. Initiatives must be designed to provide collective benefit to businesses and property owners. While annual work programs and budgets will be developed in collaboration with targeted stakeholders and approved by the owner’s association, programs will be selected from a variety of options that may include the following:

- **Parking Availability:** The BID may support initiatives to better manage and increase the parking supply for area businesses.

- **Street Beautification:** The BID may pursue options to improve the visual appearance of the district including decorative banners, landscaping and trees, attractive directional signage and gateways.
- **Marketing and Community Relations:** The BID may carry out initiatives that strengthen the Hollywood Media District image. Examples include the district website targeting the informational needs of HMD BID property owners and business tenants and publication of the district newsletter for HMD BID property and business owners.

Assessed commercial parcels that receive these services attract more customers, employees, tenants and investors as a result of positive communications between and among BID parcels that will result in an enhanced marketing image of the District, thereby increasing business volume, sales transactions, occupancies, rental income, investment return. In the case of assessed publicly owned parcels, BID funded communication services (marketing) create better informed public employees, students, visitors, vendors and users of these public facilities. Further, in the case of residential uses, BID funded communication services (marketing) create better informed tenants, visitors and owners, which, in turn, enhance livability, increase occupancies and increase rental income.

Because the Improvements and Marketing program will only be provided to each individual assessed parcel within the BID boundaries, these improvements will constitute "special benefits".

BID Management & Administration: A non-profit corporation, with an elected Board of Directors shall be responsible for the District's program oversight and authorization for disbursement of funds. Support staff such as a manager, bookkeeper and others will be employed and/or contracted with to provide necessary services in program implementation and oversight and regular contact with the Board of Directors. This program element also includes City/County collection fees, assessment delinquencies and other variable expenses related to each program element. Any BID assessment funds remaining in the last two years of the proposed BID renewal term may be used to develop the renewal Management District Plan and Engineer's Report for the following renewal term.

This component is key to the proper expenditure of BID assessment funds and the administration of BID programs and activities that are intended to promote business within the BID boundaries through increased commerce and the attraction and retention of new business. Because this BID Management/Administration program exists only for the purposes of the BID and will only be provided for matters occurring to each individual assessed parcel within the BID boundaries, this program will constitute a "special benefit".

In summary, all of the above services, activities and improvements work together to provide a cleaner, safer and more marketable place for each assessed parcel in the district. The property uses within the boundaries of the BID which will receive special benefits from BID funded programs and services are currently a mix of general commercial, industrial, retail, office, commercial parking, government, work-live lofts and a few scattered residential units. Services, programs and improvements provided by the BID are primarily designed to provide special benefits as described below to identified

assessed parcels and the array of land uses within the boundaries of the District.

It is noted that over 95% of the HMD BID funds area allocated to "clean and safe" programs and related management and operation expenses. The balance of funds are used for "Improvements and Marketing" which entails communication outlets such a quarterly newsletter distributed to all assessed HMD BID stakeholders and a District website that announces important news, alerts, and issues for the use by and special benefit for assessed District stakeholders.

For general commercial, retail, office, commercial parking, industrial, and work-live loft uses within the HMD BID, each of these uses and assessed parcels specially benefit from BID funded programs and services through increased commerce, commercial rental income and commercial occupancies. BID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. The communication services (Improvements and Marketing) provide important and beneficial information, alerts and news to property and business owners of each assessed parcel within the HMD BID via quarterly newsletters and an active and informative District website.

For assessed publicly owned parcels and facilities, each of these assessed parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit assessed publicly owned parcels by announcing public events and activities held at these public facilities and apprise their employees of important District news, security issues and alerts and crime statistics.

For the few assessed residential uses within the BID (all located on non-residentially zoned parcels), these assessed parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

The programs, improvements and services are designed to specifically benefit identified assessed parcels within the BID boundaries. The proposed BID assessments will only be levied on identified parcels within the BID boundaries and assessment revenues will be spent to deliver services that only provide a direct and special benefit to assessed parcels and to improve the economic vitality of these parcels. Each assessed parcel and land use within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. These services improve commerce, employment and livability for patrons, visitors, employees and residents of assessed parcels within the HMD BID by reducing crime, litter and debris, all considered detractions to visitors, commerce, occupancy rates and investment return if not contained and properly managed.

The Renewed HMD BID may increase the assessment for each individual parcel each year during the ten-year effective operating period, but in no event shall the assessment increase exceed 3% and must be approved by the Board of

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Directors, included in the Annual Planning Report and adopted by the City of Los Angeles City Council. The accrued interest and delinquent payments will be expended within the budgeted categories. The Board of the Directors of the Owners Association of the Renewed HMD BID shall determine the percentage increase to the annual assessment and the methodology employed to determine the amount of the increase. The BID Director shall communicate the annual increase to the City of Los Angeles each year in which the BID operates at a time determined in the Administration Contract held between the Owners Association and the City of Los Angeles. Accrued interest and delinquent payments will be expended within the budget categories in the percentage amount indicated. No bonds are to be issued in conjunction with this renewed BID.

Assessments for the Fiscal Year beginning January 1, 2015 and assessments for subsequent fiscal years, through and including the Fiscal Year ending December 31, 2024 will be collected at the same time and in the same manner as ad valorum taxes paid to the County of Los Angeles. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement the Management District Plan.

It is recognized that market conditions may cause the cost of providing goods and services to fluctuate from year to year. Accordingly, the Owners' Association shall have the right to reallocate up to 10% of any budget line item within the budget categories based on such cost fluctuations subject to the review and approval by the Board and included in the Annual Planning Report that will be approved by the Los Angeles City Council pursuant to Streets and Highways Code Section 36650. Accrued interest or delinquent payments may be expended in any budget category.

Pursuant to Section 36671 of the Streets and Highways Code, any funds remaining after the tenth year of operation will be rolled over into the renewal budget or returned to stakeholders. Also, if the funds are available in the ninth year of operations, costs for renewal may be expended. If the District is not renewed or terminated for any reason, unexpended funds will be returned to the property owners.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the renewed HMD BID (i.e. streetscape services, security, improvements and marketing; and, management) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone, but two distinct streetscape levels of service street frontage areas.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional

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to each and every other identified parcel within the district as a whole. Larger parcels and ones with larger building areas and/or street frontages are expected to impact the demand for services and programs to a greater extent than smaller land and building areas and/or street frontages and thus, are assigned a higher proportionate degree of assessment program and service costs. The proportionality is also achieved by programming higher levels of streetscape services along major boulevard frontages – i.e. La Brea Boulevard, Santa Monica Boulevard and Highland Avenue. The proportionality is further achieved by setting targeted formula component weights for the respective parcel by parcel identified property attributes.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the renewed HMD BID, they are also considerably less than other options considered by the renewed HMD BID renewal proponent group. The actual assessment rate for each parcel within the BID directly relate to the level of service and, in turn, special benefit to be provided based on the respective building area and land area of each parcel.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

There are 11 publicly owned parcels within the HMD BID of which 9 are identified as assessable and for which special benefit services will be provided. Of the 9 identified assessable parcels, 5 are owned by the City of Los Angeles, 1 by the City of Los Angeles Department of Water and Power and 3 by the Los Angeles Unified School District. There are special circumstances effecting the levy of BID assessments on certain publicly owned parcels as follows:

1. There are three LAUSD owned parcels within the HMD BID. LAUSD provides their own on-campus and perimeter security services with LAUSD Police personnel. No BID security services will be provided to LAUSD owned parcels. BID assessments for LAUSD owned parcels have been adjusted to reflect reduced BID funded services and corresponding special benefits conferred on LAUSD parcels.
2. There is one US Federal government owned parcel within the HMD BID. This parcel has 226 linear feet of street frontage. The US Federal government has declared that US Federal government owned parcels are exempt from local property assessments pursuant to the Supremacy Clause of the US Constitution. Due to this assessment

exemption, the HMD BID will provide no BID funded services and programs that would specially benefit this particular US Federal government owned parcel and the BID assessment amount will be set at \$0.

3. There is one State of California owned parcel within the HMD BID. This parcel has 624 linear feet of street frontage. The State of California operates and provides full on-site and perimeter security and streetscape services for all State owned parcels identical to those services provided by the HMD BID. It is the opinion of this Engineer that this State owned parcel would receive no special benefit from duplicate security and streetscape BID funded services. Further, it is the opinion of this Engineer that no special benefits will be conferred on this State owned parcel from BID funded administration, improvements and marketing. The HMD BID will not interact administratively with this parcel or it's owner or employees in any manner nor include it in any BID communications such as newsletter distribution or list it's presence or any matters or activities pertaining to this parcel on the District's website. As such, the HMD BID will provide no BID funded services and programs that would specially benefit this particular State owned parcel and the BID assessment amount will be set at \$0.

BID Streetscape and Security services will be provided directly to the 9 identified assessable publicly owned parcels to the same extent as privately owned parcels, except as noted above for LAUSD parcels. Publicly owned facilities are also included in marketing tools such as the quarterly newsletter and the District website. In the opinion of the Engineer with nearly 40 years of professional assessment engineering experience and based on the nature of the services funded and provided by the HMD BID (over 95% allocated to "clean and safe and related administration"), identified assessable publicly owned parcels and facilities that are located within the HMD BID, will receive proportionate special benefits from direct and tangible BID services similar to privately owned parcels and land uses and will be proportionately assessed. Each identified and assessable publicly owned parcel and facility within the HMD BID will proportionately benefit from the BID funded supplemental security, streetscape services, newsletter and website and administration. For identified assessable publicly owned parcels and facilities, each of these parcels specially benefit from BID funded programs and services from cleaner and safer facilities for their employees, students, visitors, vendors and other users of these public locations and facilities. In addition, the BID funded communication services (Improvements and Marketing) benefit publicly owned parcels by announcing public events and activities held at these public facilities and apprise employees of important District news, security issues and alerts and crime statistics. These services improve the safety and cleanliness for visitors, their employees and users of public facilities on publicly owned parcels within the HMD BID by reducing crime, litter and debris, all considered detractions to employment, visitation and use of public facilities if not contained and properly managed. There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not benefit equally to privately owned parcels and, thus, will be assessed in the same manner as privately owned parcels in the BID except as noted above for LAUSD parcels. All current publicly owned parcels within the HMD BID are shown in the chart below.

Publicly Owned Parcels Within the HMD BID

APN	SITE ADDRESS	AGENCY	USE	YR 1-2015 ASSESSMENT	% of TOTAL
CITY OF LOS ANGELES					
5532014901	ROMAINE ST	LA CITY	EQUIP STORAGE	\$4,068.95	0.39%
5533009900	6401 SANTA MONICA BL	LA CITY	BALL FIELD	\$4,413.52	0.42%
5533033902	6014 WARING AVE	LA CITY	WARING AVE FACILITY	\$4,486.28	0.42%
	SUBTOTAL	LA CITY		\$12,968.75	1.23%
OTHER GOVERNMENT AGENCIES					
5533014900	1037 COLE AVE	LA DWP	OFFICE	\$1,324.64	0.13%
5533014901	1033 COLE AVE	LA DWP	OFFICE	\$627.22	0.06%
5533017900	ELEANOR AVE	LA DWP	VINE ST FACILITY	\$3,960.02	0.37%
	SUBTOTAL	LA DWP		\$5,911.88	0.56%
5532013900	929 N LAS PALMAS AVE	LAUSD	BANCROFT JR HS	\$8,998.29	0.85%
5533017901	955 VINE ST	LAUSD	VINE ST CHILDRENS CTR	\$1,673.49	0.16%
5533018900	955 VINE ST	LAUSD	VINE ST ELEMENTARY	\$5,071.78	0.48%
	SUBTOTAL	LAUSD		\$15,743.56	1.49%
5532021902	6725 SANTA MONICA BL	STATE	STATE OFFICE	\$0.00	0.00%
5533009902	6451 SANTA MONICA BL	US GOVT	POST OFFICE	\$0.00	0.00%
	SUBTOTAL OTHER AGENCIES			\$21,655.44	2.05%
				GRAND TOTAL PUBLICLY OWNED PARCELS	\$34,624.19
					3.28%

Finding 6. From Section 4(b): "All assessments must be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California".

This report serves as the "detailed engineer's report" to support the benefit property assessments proposed to be levied within the renewed HMD BID.

Finding 7. From Section 4(c): "The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated."

The individual and total parcel assessments attributable to special property benefits are shown on Appendix 1 to the Management District Plan and this Report. The renewed District and resultant assessment payments will continue for 10 more years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in

Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to building area, land area and street frontage. There is a single benefit zone but two distinct level of streetscape services street frontage areas.

Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

The method used to determine special benefits derived by each identified property within a BID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the HMD BID, the benefit unit may be measured in linear feet of primary and secondary street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the BID in order to determine any levels of different benefit which may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Proposition 218, and now required of all property based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Proposition 218 no longer automatically exempts government owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments.

From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per

parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the BID.

The method and basis of spreading program costs varies from one BID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the District. BIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or “stepped-down” benefits derived.

Based on the specific needs and corresponding nature of the program activities to be funded by the renewed HMD BID (i.e. streetscape services, security, improvements and marketing, and, management) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of building area, land area and street frontage within one benefit zone, but two distinct streetscape levels of service street frontage areas.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), and street frontage (Benefit Unit “C”). Based on the shape of the renewed HMD BID, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within one benefit zone, but two distinct streetscape levels of service street frontage areas.

The interactive application of building and land areas and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to beneficiaries of BID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from BID funded activities. There are no parcels zoned solely residential within the HMD BID.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on BID funded activities such as maintenance, security, marketing and management. In the opinion of this Assessment Engineer, the targeted weight of this factor, building area, should generate approximately 30% of the total BID revenue.

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on BID funded activities such as maintenance, security, marketing and management. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 45% of the total BID revenue.

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on BID funded activities. In the opinion of this Assessment Engineer, the targeted weight of this factor,

street frontage, should generate approximately 25% of the total BID revenue.

Special Assessment Circumstances

Streetscape Service Areas

There are two distinct streetscape levels of services street frontage areas within the renewed HMD BID. The premium streetscape service area rate is applied to all parcels with La Brea Boulevard, Santa Monica Boulevard and/or Highland Avenue street frontages. The assessment rate in the Premium Streetscape Service Area is the same for building and land areas but is double the standard street frontage rate for any premium area street frontages. This higher premium area street frontage rate offsets the additional streetscape levels of services provided to each and every parcel with defined premium area street frontages.

Building Area Limitation

Most building configurations within the HMD are limited to one and two story buildings. There are a few buildings that are taller than two stories and in the opinion of this Engineer, the additional building area receives less special benefit than the lower levels. As such, the assessable building area of each individual parcel shall be limited to a floor area ratio (FAR) of 2.0 – i.e. two times the parcel land area.

Land Area Limitation

Most parcel land areas within the HMD BID are less than 100,000 square feet. A few, though, exceed this amount and are mainly associated with completely enclosed “campus-like” facilities. These enclosed campuses all provide internal security and cannot be accessed by HMD BID security patrols. As such, in the opinion of this Engineer, large enclosed campus parcels receive less special benefit than smaller, non-enclosed parcels and shall be assessed as follows: under 100,000 square feet in land area shall be assessed at the regular land area rate; any land area in excess of 100,000 square feet up to 200,000 square feet shall be assessed at 50% of the regular land area rate; and, any land area over 200,000 shall not be assessed.

Work-Live Condominiums

For “work-live” loft condominiums, the interactive application of interior building pad area of each condo plus pro-rated land and street frontage amount is a proven method of fairly and equitably spreading special benefit costs to this unique beneficiary of BID funded services, programs and improvements. These factors directly relate to the degree of special benefit each work-live parcel will receive from BID funded activities. In the opinion of this Engineer, work-live loft condominiums are considered primarily commercial/industrial land-uses in that these developments are permitted to be positioned as in-fill complexes adjacent to other full commercial/industrial land uses. As such, work-live condominiums are assessed fully at the standard commercial assessment rates. The entire live-work area is assessed for building pad area at the building area rate. The land area is pro-rated on total land area based on building pad area relative to total building pad areas. Street frontage is pro-rated on total frontage based on building pad area relative to total building pad areas.

Exclusive Residential Uses on Commercial/Industrial Zoned Parcels

There are 7 parcels within the BID that are exclusively developed with residential uses ranging from 1-16 rental units on non-residential zoned land. Each of these parcels is located on commercial and industrial corridors and surrounded by commercial and industrial land uses. Due to the generally mid-block location of each of these residential use parcels and their relatively short street frontage dimensions, it would be virtually impossible to discontinue BID services for these particular parcels alone. These parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. In addition, the communication services (Improvements and Marketing) benefit these residential uses by apprising owners and tenants of important District news, security issues and alerts and crime statistics.

It is noted that such developments of 5 or more residential units on a single parcel are considered commercial enterprises and are required to maintain business licenses and pay related taxes. It is the opinion of this Engineer that these parcels with 5 or more residential units be assessed in the same manner as other commercial and industrial land uses and at the same rates based on building area, land area and street frontage in that such parcels will receive proportionate special benefits based on the same property characteristics as other commercial and industrial land uses. For parcels with 1-4 residential rental units, it is the opinion of this Engineer that such parcels would benefit to a lesser amount and shall be assessed based only on their respective amount of street frontage at the applicable street frontage assessment rates.

Mixed-Use Developments (Rental)

All commercial and residential components of mixed-use developments on commercial zoned parcels shall be assessed at the full rate for building area, total land area and total street frontage.

Commercial and Mixed-Use Condominiums

While there are no current commercial or mixed-use condominiums within the HMD BID, such units, if and when built, shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses are typically developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate
- Residential condo units shall be assessed at the rate of 10 cents per square foot of building pad area
- Land assessed at land area rate (assessed on 1st floor comm. condos for land area covered)

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- Frontage assessed at frontage rate (assessed on 1st floor comm. condos for actual street frontage)

Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may change for any given parcel if such a change is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified benefiting properties and their respective assessable benefit units, there are 7,255,928 assessable Benefit Units A (land area), 4,588,436 assessable Benefit Units B (building area), and 77,362 assessable Benefit Units C (street frontage). The Benefit Unit C classification is further delineated by street frontage as follows: Premium Area Street Frontage is designated as Benefit Units C-1 with 17,506 assessable benefit units and Standard Area street frontage is designated as Benefit Units C-2 with 59,856 assessable benefit units. The assessable benefit unit quantities for the renewed HMD BID are shown in the table below:

Benefit Unit Quantities for YR 1 - 2015

FORMULA FACTOR	ACTUAL QUANTITY	ADJUSTED ASSESSABLE QUANTITY
Land Area Sq Ft (Unit A)	7,999,492	7,255,928
Total Building Area Sq Ft (Unit B)	4,923,155	4,588,436
Premium Street Frontage (Unit C-1)	17,732	17,506
Standard Street Frontage (Unit C-2)	62,447	59,856

* It is noted that premium street frontage units = 2 x standard frontage units therefore total equivalent frontage units = $(17,506 \times 2) + 59,856 = 94,868$ total equivalent frontage units.

Step 3. Calculate Benefit Units for Each Property

The number of Benefit Units for each identified benefiting parcel within the renewed HMD BID was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property based assessments. All respective property data being used for assessment computations will be provided to each property owner in the BID for their review. All known or reported discrepancies, errors or misinformation will be corrected.

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Step 4. Determine Assessment Formula

In the opinion of this Engineer, the assessment formula for the renewed HMD BID is as follows:

Assessment = Land Area (Unit A) Sq Ft x Unit A Rate, plus
Building Area (Unit B) Sq Ft x Unit B Rate, plus
Premium Street Frontage (Unit C-1) Lin Ft x Unit C-1 Rate, plus
Standard Street Frontage (Unit C-2) Lin Ft x Unit C-2 Rate

It is noted that any future residential condominiums shall be assessed as follows:

Assessment = Building Pad Area (Unit D) Sq ft x Unit D Rate

The assessment revenue is targeted for each Unit factor (i.e. land, building and street frontage) to generate approximately 45% for land area (46.12942% when adjusted), 30% for building area (29.17089% when adjusted) and 25% for street frontage (24.6996874% when adjusted).

Computing Assessment Formula Unit Rates

Land Area Rate (Unit A)
(\$1,056,236 x 46.12942%) / 7,255,928 assessable land units = \$0.06715/sq ft

Building Area Rate (Unit B)
(\$1,056,236 x 29.17089%) / 4,588,436 assessable bldg units = \$0.06715/sq ft

Standard Street Frontage Rate (Unit C-1)
(\$1,056,236 x 24.6996874%) / 94,868 assessable equivalent frontage units = \$2.75/linear ft

Premium Street Frontage Rate (C-2)
2 x \$2.75/linear ft = \$5.50/linear ft

YEAR 1 –2015 ASSESSMENT RATE CHART

LOCATION	STREET FRONTAGE RATE	LAND AREA RATE	BUILDING AREA RATE
PREMIUM AREA	\$5.50 Per Lin Foot	\$0.06715 Per Sq Ft	\$0.06715 Per Sq Ft
STANDARD AREA	\$2.75 Per Lin Foot	\$0.06715 Per Sq Ft	\$0.06715 Per Sq Ft

SAMPLE ASSESSMENT CALCULATIONS:

A. 12,000 sq ft building on 15,000 sq ft lot with 100 LF of street frontage along Highland Ave

Frontage	= 100 LF x \$5.50/LF	= \$ 550.00
Land	= 15,000 x 6.715¢/sq ft	= \$1,007.25
Bldg	= 12,000 x 6.715¢/sq ft	= \$ 805.80
TOTAL YEAR 1 ASSESSMENT	= \$2,363.05	
PER MONTH		= \$ 197/mo
PER SQ FT OF BLDG PER MO		= 1.6¢/sq ft bldg/mo

B. Same as "Sample A" above but with 100 LF of street frontage along Las Palmas Ave

Frontage	= 100 LF x \$2.75/LF	= \$ 275.00
Land	= 15,000 x 6.715¢/sq ft	= \$1,007.25
Bldg	= 12,000 x 6.715¢/sq ft	= \$ 805.80
TOTAL YEAR 1 ASSESSMENT	= \$2,088.05	
PER MONTH		= \$174/mo
PER SQ FT OF BLDG PER MO		= 1.4¢/sq ft bldg/mo

Step 5. Estimate Total District Costs.

The total projected 10 year District costs for 2015 – 2024 of the BID are shown below in the table below assuming a maximum 3% increase per year.

10 Year Projected District Special Benefit Costs (assumes 3% annual increase)

ACTIVITY	YR 1 - 2015	YR 2 - 2016	YR 3 - 2017	YR 4 - 2018	YR 5 - 2019
Streetscape Services	\$211,250	\$217,588	\$224,115	\$230,839	\$237,764
Security Services	\$644,300	\$663,629	\$683,538	\$704,044	\$725,165
Improvements and Marketing	\$42,250	\$43,518	\$44,823	\$46,168	\$47,553
Management/Administration	\$158,436	\$163,189	\$168,085	\$173,127	\$178,321
Total	\$1,056,236	\$1,087,923	\$1,120,561	\$1,154,178	\$1,188,803
ACTIVITY	YR 6 - 2020	YR 7 - 2021	YR 8 - 2022	YR 9 - 2023	YR 10 - 2024
Streetscape Services	\$244,897	\$252,244	\$259,811	\$267,605	\$275,633
Security Services	\$746,920	\$769,328	\$792,408	\$816,180	\$840,665
Improvements and Marketing	\$48,979	\$50,449	\$51,962	\$53,521	\$55,127
Management/Administration	\$183,671	\$189,181	\$194,856	\$200,702	\$206,723
Total	\$1,224,467	\$1,261,201	\$1,299,037	\$1,338,008	\$1,378,148

Step 6. Separate General Benefits from Special Benefits and Related Costs (Prop 218)

Total costs are estimated at \$1,088,903 (see Table 3 below). General benefits are factored at 3% of total (see Finding 2 on page 6 of this report) with special benefits set at 97%. Prop 218 limits the levy of property assessments to costs attributed to special benefits only. The 3% general benefit cost is computed to be \$32,667 with a resultant 97% special benefit limit computed at \$1,056,236. *This is the maximum amount of revenue that can be derived from property assessments from the subject BID.*

Total Year 1 – 2015 - Special + General Benefit Revenue

Service	YR 1 - 2015 Assessment Allocation	YR 1 - 2015 Non-Assessment Allocation	YR 1 - 2015 Total Allocation	% of Total
Streetscape Services	\$211,250	\$6,533.51	\$217,784	20.00%
Security Services	\$644,300	\$19,926.80	\$664,227	61.00%
Improvements & Marketing	\$42,250	\$1,306.70	\$43,557	4.00%
Management/Administration	\$158,436	\$4,900.08	\$163,336	15.00%
Total	\$1,056,236	\$32,667.09	\$1,088,903	100%

All program costs associated with general benefits will be derived from sources other than BID assessments. Sample "other" revenue sources are shown in the table below.

Special and General Benefit Revenue Sources

Revenue Source	Revenue
BID Assessments	\$1,056,236
Other estimated grants, sponsors, program income, etc	\$32,667

Step 7. Calculate "Basic Unit Cost"

With a YR 1 - 2015 assessment revenue portion of the budget set at \$1,056,236 (special benefit only), the Basic Unit Costs are shown above in Step 4. Since the BID is being renewed for a 10 year term, maximum assessments for future years (2016-2024) must be set at the inception of the renewed BID. An annual inflationary assessment rate increase of up to 3% may be imposed for future year assessments, on approval by the BID Property Owner's Association. The maximum assessment rates for the 10 year renewed BID term of 2016-2024 are shown in the table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for future years of the renewed BID (2015-2024).

YR 1-10 (2015-24) Maximum Assessment Rates (assumes 3% annual increase from Yr 1 Base Rates)

ASSESSMENT FACTOR	YR 1 - 2015 ASSMT RATES	YR 2 - 2016 ASSMT RATES	YR 3 - 2017 ASSMT RATES	YR 4 - 2018 ASSMT RATES	YR 5 - 2019 ASSMT RATES
BLDG AREA RATE (\$/SQ FT)	\$0.067150000	\$0.069164500	\$0.071239435	\$0.073376618	\$0.075577917
LAND AREA RATE (\$/SQ FT)	\$0.067150000	\$0.069164500	\$0.071239435	\$0.073376618	\$0.075577917
PREMIUM FRONTAGE RATE (\$/LF)	\$5.500000000	\$5.665000000	\$5.834950000	\$6.009998500	\$6.19029455
STANDARD FRONTAGE RATE (\$/LF)	\$2.750000000	\$2.832500000	\$2.917475000	\$3.004999250	\$3.095149228
RESID CONDOMINIUM RATE (\$/SQ FT)	\$0.100000000	\$0.103000000	\$0.106090000	\$0.109272700	\$0.112550881
ASSESSMENT FACTOR	YR 6 - 2020 ASSMT RATES	YR 7 - 2021 ASSMT RATES	YR 8 - 2022 ASSMT RATES	YR 9 - 2023 ASSMT RATES	YR 10 - 2024 ASSMT RATES
BLDG AREA RATE (\$/SQ FT)	\$0.077845254	\$0.080180612	\$0.082586030	\$0.085063611	\$0.087615519
LAND AREA RATE (\$/SQ FT)	\$0.077845254	\$0.080180612	\$0.082586030	\$0.085063611	\$0.087615519
PREMIUM FRONTAGE RATE (\$/LF)	\$6.376007409	\$6.567287631	\$6.764306260	\$6.967235448	\$7.176252511
STANDARD FRONTAGE RATE (\$/LF)	\$3.18803704	\$3.283643816	\$3.382153130	\$3.483617724	\$3.588126256
RESID CONDOMINIUM RATE (\$/SQ FT)	\$0.115927407	\$0.119405230	\$0.122987387	\$0.1266577008	\$0.130477318

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the BID are shown in the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

APPENDIX 1**YR 1 - 2015
ASSESSMENT ROLL**

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APN	PROPOSED 2014-15 ASSESSMENT
5524-003-015	\$1,073.35
5524-003-016	\$1,316.70
5524-003-017	\$1,001.09
5524-003-018	\$1,330.13
5524-003-019	\$1,640.25
5524-003-020	\$1,098.46
5524-003-021	\$851.89
5524-003-022	\$1,703.81
5524-003-023	\$1,997.31
5524-004-016	\$1,118.40
5524-004-017	\$663.66
5524-004-018	\$1,012.31
5524-004-019	\$968.12
5524-004-020	\$662.05
5524-004-021	\$661.52
5524-004-022	\$660.98
5524-004-023	\$2,320.92
5524-004-025	\$837.78
5524-004-028	\$1,828.04
5524-011-014	\$2,272.93
5524-011-018	\$705.63
5524-011-019	\$1,034.20
5524-011-020	\$593.58
5524-011-021	\$462.10
5524-011-022	\$776.01
5524-011-023	\$953.42
5524-011-024	\$2,376.04
5524-011-025	\$805.56
5524-011-026	\$963.49
5524-012-017	\$935.02
5524-012-018	\$974.17
5524-012-020	\$1,286.52
5524-012-022	\$868.58
5524-012-027	\$1,462.91
5524-012-028	\$648.56
5524-012-031	\$233.95
5524-012-032	\$233.95
5524-012-033	\$233.95
5524-012-034	\$233.95
5524-012-035	\$233.95
5524-012-036	\$228.78

5524-012-037	\$228.78
5524-012-038	\$229.79
5524-012-039	\$228.78
5524-012-040	\$228.78
5524-012-041	\$229.79
5524-012-042	\$228.78
5524-012-043	\$228.78
5524-012-044	\$228.78
5524-012-045	\$233.41
5524-012-046	\$233.41
5524-012-047	\$225.69
5524-012-048	\$225.69
5524-012-049	\$225.69
5524-012-050	\$233.41
5524-012-051	\$233.41
5524-012-052	\$233.41
5524-012-053	\$225.69
5524-012-054	\$225.69
5524-012-055	\$225.69
5524-012-056	\$233.41
5524-012-057	\$233.41
5524-012-058	\$306.54
5524-012-059	\$306.54
5524-012-060	\$306.54
5524-012-061	\$306.54
5524-013-021	\$4,994.09
5524-014-001	\$2,482.73
5524-014-002	\$1,161.38
5524-014-008	\$642.35
5524-014-009	\$1,120.26
5524-014-012	\$2,251.79
5524-014-013	\$624.29
5524-014-014	\$2,217.57
5524-014-023	\$2,916.58
5524-015-001	\$4,486.23
5524-015-002	\$1,772.35
5524-015-003	\$1,586.01
5524-015-004	\$7,698.03
5524-015-005	\$1,637.03
5524-015-006	\$7,379.42
5524-015-007	\$3,101.49
5524-016-001	\$1,144.16
5524-016-002	\$804.97
5524-016-003	\$1,034.44
5524-016-004	\$641.80
5524-016-005	\$641.80
5524-016-006	\$5,630.47

5531-016-007	\$1,796.91
5531-016-008	\$230.26
5531-016-015	\$2,301.53
5531-016-016	\$1,875.06
5531-016-017	\$4,002.12
5531-016-018	\$2,364.55
5531-016-020	\$4,211.10
5531-016-022	\$3,052.54
5531-016-023	\$9,384.45
5532-005-004	\$691.67
5532-005-011	\$694.69
5532-005-012	\$915.34
5532-005-013	\$358.19
5532-005-028	\$2,635.11
5532-005-032	\$1,112.02
5532-005-040	\$946.16
5532-005-041	\$5,569.05
5532-006-001	\$1,817.77
5532-006-007	\$1,910.26
5532-006-024	\$1,457.33
5532-006-028	\$2,976.41
5532-006-029	\$2,767.92
5532-010-047	\$636.09
5532-010-048	\$636.09
5532-010-049	\$1,272.18
5532-010-050	\$12,493.88
5532-010-051	\$2,266.53
5532-010-052	\$2,303.60
5532-010-057	\$924.83
5532-010-058	\$612.59
5532-010-059	\$4,033.20
5532-010-060	\$1,382.35
5532-010-061	\$2,519.84
5532-010-062	\$1,821.13
5532-010-063	\$1,816.16
5532-011-029	\$1,740.95
5532-011-030	\$1,093.67
5532-011-034	\$2,660.95
5532-011-035	\$570.72
5532-011-036	\$751.62
5532-011-041	\$584.34
5532-011-044	\$6,099.41
5532-012-026	\$2,654.76
5532-012-027	\$523.68
5532-012-028	\$523.68

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5532-012-029	\$523.68
5532-012-030	\$523.68
5532-012-031	\$825.85
5532-012-032	\$774.89
5532-012-033	\$849.36
5532-012-034	\$1,239.70
5532-012-035	\$1,115.11
5532-012-036	\$2,018.31
5532-012-037	\$1,938.80
5532-012-040	\$702.95
5532-012-041	\$6,067.30
5532-012-042	\$2,921.36
5532-013-030	\$3,726.30
5532-013-031	\$10,238.09
5532-013-032	\$1,529.27
5532-013-033	\$745.05
5532-013-900	\$8,998.29
5532-014-031	\$338.31
5532-014-032	\$338.31
5532-014-033	\$338.31
5532-014-034	\$338.31
5532-014-038	\$13,180.25
5532-014-039	\$12,352.89
5532-014-901	\$4,068.95
5532-015-046	\$1,000.28
5532-015-047	\$346.50
5532-015-048	\$568.88
5532-016-015	\$1,628.92
5532-016-027	\$3,289.16
5532-016-029	\$1,025.80
5532-016-031	\$1,583.13
5532-017-019	\$10,232.72
5532-017-020	\$8,396.03
5532-018-004	\$614.84
5532-018-005	\$614.84
5532-018-007	\$5,404.76
5532-018-008	\$614.84
5532-018-009	\$1,389.42
5532-018-010	\$3,665.39
5532-019-001	\$2,931.84
5532-019-002	\$1,774.46
5532-019-003	\$670.00
5532-019-013	\$4,668.79
5532-019-015	\$1,911.10
5532-019-016	\$1,616.21
5532-019-017	\$9,189.95
5532-019-018	\$2,558.47
5532-019-019	\$7,355.09

5532-020-001	\$1,701.98
5532-020-002	\$1,160.57
5532-020-003	\$1,331.67
5532-020-004	\$694.69
5532-020-005	\$1,393.45
5532-020-006	\$555.75
5532-020-007	\$1,080.80
5532-020-008	\$1,591.23
5532-020-011	\$2,865.28
5532-020-012	\$1,272.11
5532-020-013	\$641.13
5532-020-014	\$1,144.75
5532-020-016	\$1,785.88
5532-020-017	\$1,648.38
5532-020-018	\$1,026.30
5532-020-019	\$914.49
5532-020-020	\$1,254.54
5532-020-021	\$745.66
5532-020-022	\$348.13
5532-020-023	\$205.06
5532-020-028	\$3,554.77
5532-021-003	\$641.13
5532-021-004	\$641.13
5532-021-005	\$641.13
5532-021-010	\$842.51
5532-021-014	\$641.13
5532-021-015	\$641.13
5532-021-016	\$641.13
5532-021-021	\$1,010.32
5532-021-018	\$1,535.76
5532-021-024	\$1,085.21
5532-021-026	\$641.13
5532-021-027	\$2,198.38
5532-021-028	\$2,103.92
5532-021-902	\$0.00
5532-022-001	\$1,370.98
5532-022-002	\$970.43
5532-022-012	\$1,282.25
5532-022-023	\$2,329.59
5532-022-024	\$1,192.23
5532-022-004	\$1,192.23
5532-022-005	\$1,174.23
5532-022-006	\$1,106.88
5532-022-008	\$1,266.60
5532-022-010	\$4,145.47
5532-022-019	\$8,989.51
5532-022-023	\$5,477.83
5532-022-024	\$9,437.94
5532-022-025	\$4,898.08
5532-022-026	\$4,950.26

5532-023-001	\$3,174.29
5532-023-002	\$1,614.13
5532-023-003	\$1,972.51
5532-023-004	\$2,287.47
5532-023-008	\$1,231.81
5532-023-011	\$1,933.07
5532-023-012	\$167.56
5532-023-013	\$1,210.41
5532-023-015	\$1,327.22
5532-023-016	\$4,578.60
5532-024-007	\$7,456.75
5532-024-009	\$3,835.07
5532-024-013	\$9,966.30
5532-025-001	\$1,672.54
5532-025-002	\$1,048.37
5532-025-003	\$1,048.37
5532-025-004	\$1,045.01
5532-025-005	\$726.05
5532-025-006	\$1,478.13
5532-025-007	\$1,897.92
5532-025-008	\$726.05
5532-025-016	\$21,947.13
5532-026-005	\$2,003.48
5532-026-023	\$4,818.61
5532-026-031	\$827.82
5532-026-032	\$499.47
5532-026-033	\$624.34
5532-026-034	\$561.90
5532-026-035	\$5,445.34
5532-026-036	\$11,220.61
5532-027-001	\$882.39
5532-027-002	\$2,208.14
5532-027-003	\$799.21
5532-027-004	\$2,258.85
5532-027-008	\$1,266.00
5532-027-009	\$1,410.48
5532-027-012	\$1,282.25
5532-027-013	\$1,282.25
5532-027-014	\$3,929.86
5532-027-016	\$3,527.54
5532-027-017	\$2,534.59
5532-027-019	\$1,621.63
5532-027-018	\$2,140.25
5532-027-019	\$6,758.19
5532-028-001	\$126.17
5532-028-007	\$1,751.50
5532-028-008	\$1,107.36
5532-028-009	\$7,985.76

THE HOLLYWOOD MEDIA DISTRICT BID -ENGINEER'S REPORT

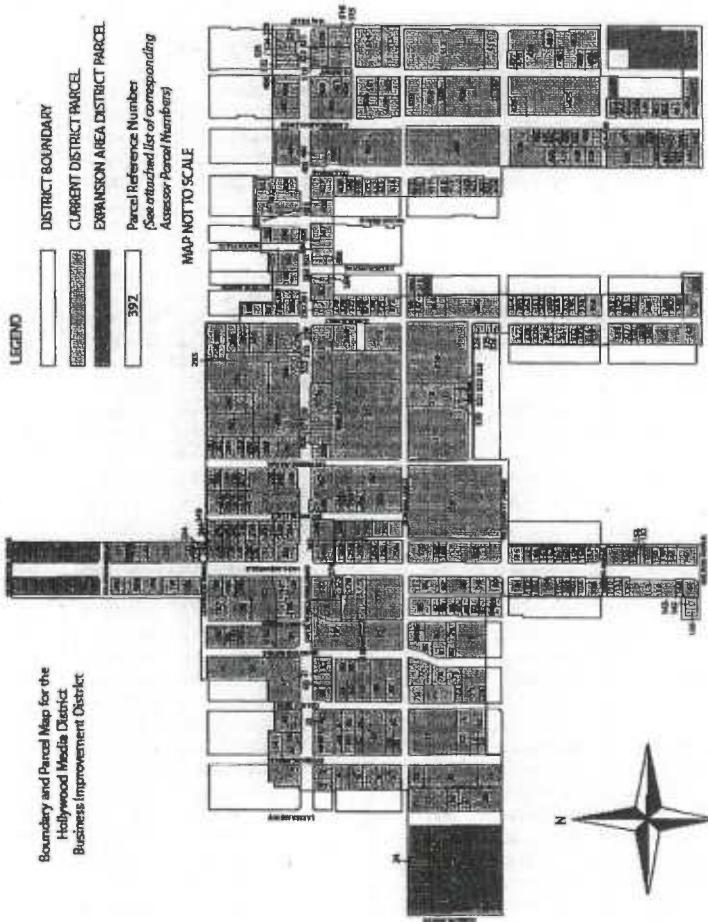
5532-028-011	\$4,993.44
5532-028-012	\$2,896.31
5532-028-015	\$175.46
5532-028-017	\$2,783.97
5532-028-018	\$14,107.65
5532-029-003	\$1,010.20
5532-029-004	\$1,181.53
5532-029-005	\$2,734.30
5532-029-006	\$2,299.12
5532-029-007	\$831.44
5532-029-008	\$5,785.75
5532-029-009	\$7,151.88
5532-029-010	\$1,666.36
5532-029-011	\$1,122.79
5532-029-012	\$1,936.07
5532-029-013	\$2,532.85
5532-030-001	\$2,110.03
5532-030-002	\$464.86
5532-030-004	\$1,774.05
5532-030-005	\$407.83
5532-030-006	\$2,143.54
5532-030-007	\$1,019.73
5532-030-008	\$1,612.72
5532-030-009	\$1,077.94
5532-030-010	\$5,611.45
5532-030-011	\$2,412.39
5532-030-012	\$1,381.59
5532-030-013	\$1,011.32
5532-030-014	\$1,106.14
5532-030-015	\$2,010.92
5532-030-016	\$793.44
5533-007-012	\$692.63
5533-007-013	\$1,579.96
5533-007-032	\$1,575.69
5533-007-034	\$619.38
5533-007-035	\$803.57
5533-008-011	\$2,487.98
5533-008-012	\$1,700.19
5533-008-024	\$3,141.49
5533-009-017	\$812.47
5533-009-018	\$162.49
5533-009-028	\$1,867.23
5533-009-030	\$1,394.88
5533-009-031	\$2,329.86
5533-009-900	\$4,413.52
5533-009-902	\$0.00
5533-010-005	\$647.55
5533-010-017	\$1,085.66

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5533-010-041	\$3,529.03
5533-010-042	\$4,075.89
5533-010-044	\$3,306.78
5533-011-001	\$2,184.12
5533-011-002	\$724.86
5533-011-003	\$1,803.55
5533-011-020	\$1,442.27
5533-011-021	\$1,958.40
5533-012-002	\$2,926.04
5533-012-017	\$904.82
5533-012-018	\$600.50
5533-012-019	\$600.77
5533-012-020	\$601.10
5533-012-021	\$601.37
5533-012-022	\$827.20
5533-012-025	\$2,314.58
5533-012-027	\$1,044.56
5533-012-028	\$354.31
5533-012-030	\$846.48
5533-012-031	\$1,065.91
5533-012-032	\$541.76
5533-013-001	\$3,075.12
5533-013-002	\$1,414.91
5533-013-005	\$311.02
5533-013-028	\$807.13
5533-013-029	\$666.23
5533-014-001	\$3,364.32
5533-014-002	\$3,562.30
5533-014-005	\$689.27
5533-014-008	\$707.20
5533-014-020	\$1,469.27
5533-014-023	\$760.85
5533-014-024	\$842.10
5533-014-900	\$1,324.64
5533-014-901	\$627.22
5533-015-002	\$488.60
5533-015-018	\$18,705.76
5533-015-019	\$1,357.21
5533-016-001	\$9,199.10
5533-016-002	\$3,973.53
5533-016-005	\$863.80
5533-016-006	\$1,170.19
5533-016-008	\$3,338.42
5533-016-012	\$3,119.19
5533-016-013	\$744.03
5533-016-014	\$3,404.81
5533-017-001	\$762.32
5533-017-002	\$1,080.80
5533-017-003	\$1,439.99
5533-017-004	\$3,128.04
5533-017-009	\$1,812.99
5533-017-010	\$2,272.58
5533-017-011	\$1,461.79
5533-017-900	\$3,960.02
5533-017-901	\$1,673.49
5533-018-001	\$3,452.00
5533-018-900	\$5,071.78
5533-019-001	\$3,838.98
5533-019-002	\$3,907.90
5533-019-003	\$1,863.10
5533-019-005	\$1,230.48
5533-019-012	\$10,559.14
5533-020-023	\$13,068.47
5533-021-002	\$738.69
5533-021-005	\$869.23
5533-021-008	\$981.11
5533-021-009	\$561.42
5533-021-010	\$561.42
5533-021-011	\$880.38
5533-021-012	\$1,077.62
5533-021-028	\$1,677.96
5533-021-030	\$1,042.46
5533-021-037	\$1,680.65
5533-023-001	\$2,007.38
5533-023-002	\$594.12
5533-023-003	\$594.12
5533-023-017	\$598.75
5533-023-018	\$2,043.04
5533-023-026	\$4,554.24
5533-023-027	\$7,256.71
5533-024-001	\$2,606.37
5533-024-003	\$579.01
5533-024-004	\$579.01
5533-024-020	\$907.78
5533-024-021	\$749.84
5533-024-023	\$579.01
5533-024-026	\$1,258.68
5533-024-028	\$1,630.15
5533-024-029	\$2,103.43
5533-025-008	\$2,212.93
5533-025-009	\$928.53
5533-025-010	\$921.74
5533-025-011	\$725.87
5533-025-012	\$929.06
5533-025-013	\$1,001.59
5533-025-017	\$658.11
5533-025-018	\$1,028.54
5533-025-025	\$1,333.31
5533-025-026	\$1,029.25
5533-025-028	\$595.33
5533-028-002	\$1,107.28
5533-028-004	\$1,525.67
5533-028-005	\$1,646.54
5533-028-006	\$1,894.73
5533-028-007	\$623.14
5533-028-008	\$569.85
5533-028-011	\$807.05
5533-028-012	\$544.63
5533-028-013	\$905.76
5533-028-014	\$1,934.95
5533-028-025	\$1,163.21
5533-028-029	\$1,495.72
5533-032-030	\$750.98
5533-032-033	\$137.50
5533-032-034	\$561.42
5533-032-035	\$1,601.75
5533-032-036	\$1,331.58
5533-032-037	\$1,318.12
5533-032-042	\$2,024.07
5548-024-036	\$855.58
5548-024-042	\$808.37
5548-024-045	\$2,351.19
5548-024-046	\$1,692.02
5548-024-050	\$1,624.18
5548-024-051	\$2,565.05
5547-033-001	\$848.31
5547-033-002	\$627.73
5547-033-003	\$934.27
5547-033-004	\$817.10
5547-033-008	\$695.42
5547-033-009	\$743.10
5547-033-010	\$669.91
5547-033-011	\$655.13
5547-033-032	\$2,882.33
5547-033-400	\$2,876.77
	\$1,056,236.04

APPENDIX 2

HMD BID BOUNDARY MAP & MAP NUMBER INDEX



MAP NUMBER INDEX

MAP #	APN	SITE ADDRESS
1	5531013021	7051 Santa Monica Blvd.
2	5531014002	7062 Santa Monica Blvd.
3	5531014001	7052 Santa Monica Blvd.
4	5531014008	1041 N. Sycamore Ave.
5	5531014009	1037 N. Sycamore Ave.
6	5531014023	1029 N. Sycamore Ave.
7	5531014012	1017 N. Sycamore Ave.
8	5531014013	1011 N. Sycamore Ave.
9	5531014014	1011 N. Sycamore Ave.
10	5531016003	968 N. Formosa Avenue
11	5531016004	950 N. Formosa Avenue
12	5531016005	946 N. Formosa Avenue
13	5531016002	7136 Romaine Street
14	5531016001	7130 Romaine Street
15	5531016017	936 N. Formosa Avenue
16	5531016006	916 N. Formosa Avenue
17	5531016007	7175 Willoughby Avenue
18	5531016023	915 N. La Brea Avenue
19	5531016020	925 N. La Brea Avenue
20	5531016022	933 N. La Brea Avenue
21	5531016018	969 N. La Brea Avenue
22	5531016016	979 N. La Brea Avenue
23	5531016015	999 N. La Brea Avenue
24	5531016008	Willoughby Avenue
25	5531015004	936 N. La Brea Ave.
26	5531015003	932 N. La Brea Ave.
27	5531015002	926 N. La Brea Ave.
28	5531015001	904 N. La Brea Ave.
29	5531015007	Sycamore Ave
30	5531015006	937 N. Sycamore Ave.
31	5531015005	953 N. Sycamore Ave.
32	5532010049	Orange Ave
33	5532010048	Orange Ave
34	5532010047	Orange Ave
35	5532010052	911 N. Orange Dr.
36	5532010051	925 N. Orange Dr.
37	5532010050	947 N. Orange Dr.
38	5532030012	7045 Romaine St.
39	5532030013	1006 Sycamore Ave.
40	5532030011	1001 N Orange Dr.
41	5532030010	1016 N Sycamore Ave.

42	5532030014	1026 N Sycamore Ave.
43	5532030015	1032 N Sycamore Ave.
44	5532030016	1040 N Sycamore Ave.
45	5532030009	1027 N Orange Dr.
46	5532030008	1033 N Orange Dr
47	5532030007	1041 N Orange Dr.
48	5532030006	7026 Santa Monica Blvd.
49	5532030005	7020 Santa Monica Blvd.
50	5532030004	7016 Santa Monica Blvd.
51	5532030002	7008 Santa Monica Blvd.
52	5532030001	7000 Santa Monica Blvd.
53	5532016031	7025 Santa Monica Blvd
54	5532016029	1114 N Sycamore Ave
55	5532016015	7017 Santa Monica Blvd
56	5532016027	7001 Santa Monica Blvd
57	5532017020	1115 N Mansfield Ave
58	5532017019	1127 N Mansfield Ave
59	5532029005	6930 Santa Monica Blvd.
60	5532029004	6916 Santa Monica Blvd.
61	5532029003	6910 Santa Monica Blvd.
62	5532029013	6900 Santa Monica Blvd.
63	5532029012	1046 N Orange Dr.
64	5532029011	1032 S Orange Dr.
65	5532029008	1024 N Orange Dr.
66	5532029009	1015 N Mansfield Ave.
67	5532029010	1000 N Orange Dr.
68	5532029007	1029 N Mansfield Ave.
69	5532029006	1041 N Mansfield Ave.
70	5532010060	950 N. Orange Dr.
71	5532010059	940 N. Orange Dr.
72	5532010058	926 N. Orange Dr.
73	5532010064	918 N. Orange Dr.
74	5532010057	910 N. Orange Dr.
75	5532010063	933 N. Mansfield Ave.
76	5532010062	941 N. Mansfield Ave.
77	5532010061	6900 Romaine St.
78	5532011044	915 N Citrus Ave
79	5532011033	931 N. Citrus Ave.
80	5532011041	930 Mansfield Ave
81	5532011030	940 N. Mansfield Ave.
82	5532011034	941 N. Citrus Ave.
83	5532011029	6838 Romaine St.

84	5532011095	Citrus Ave
85	5532011096	Citrus Ave
86	5532012026	6820 Romaine St
87	5532012027	Romaine St
88	5532012028	Romaine St
89	5532012029	Romaine St
90	5532012030	926 N Citrus Ave
91	5532012031	920 N Citrus Ave
92	5532012032	916 N Citrus Ave
93	5532012033	910 N Citrus Ave
94	5532012034	6821 Willoughby Ave
95	5532012035	6815 Willoughby Ave
96	5532012041	941 N Highland Ave
97	5532012040	941 N Highland Ave
98	5532012042	921 N Highland Ave
99	5532012037	913 N Highland Ave
100	5532012036	901 N Highland Ave
101	5524003022	859 N. Highland Ave.
102	5524003021	849 N. Highland Ave.
103	5524003020	845 N. Highland Ave.
104	5524003019	839 N. Highland Ave.
105	5524003018	829 N. Highland Ave.
106	5524003017	823 N. Highland Ave.
107	5524003016	813 N. Highland Ave.
108	5524003015	811 N. Highland Ave.
109	5524003023	805 N. Highland Ave.
110	5524012020	759 N. Highland Ave.
111	5524012018	755 N. Highland Ave.
112	5524012017	751 N. Highland Ave.
113	5524012031	717 N. Highland Ave. #1
114	5524012032	717 N. Highland Ave. #2
115	5524012033	717 N. Highland Ave. #3
116	5524012034	717 N. Highland Ave. #4
117	5524012035	717 N. Highland Ave. #5
118	5524012036	717 N. Highland Ave. #6
119	5524012037	717 N. Highland Ave. #7
120	5524012038	717 N. Highland Ave. #8
121	5524012039	717 N. Highland Ave. #9
122	5524012040	717 N. Highland Ave. #10
123	5524012041	717 N. Highland Ave. #11
124	5524012042	717 N. Highland Ave. #12
125	5524012043	717 N. Highland Ave. #13
126	5524012044	717 N. Highland Ave. #14
127	5524012045	717 N. Highland Ave. #15
128	5524012046	717 N. Highland Ave. #16
129	5524012047	717 N. Highland Ave. #17

130	5524012048	717 N. Highland Ave. #18
131	5524012049	717 N. Highland Ave. #19
132	5524012050	717 N. Highland Ave. #20
133	5524012051	717 N. Highland Ave. #21
134	5524012052	717 N. Highland Ave. #22
135	5524012053	717 N. Highland Ave. #23
136	5524012054	717 N. Highland Ave. #24
137	5524012055	717 N. Highland Ave. #25
138	5524012056	717 N. Highland Ave. #26
139	5524012057	717 N. Highland Ave. #27
140	5524012028	713 N. Highland Ave.
141	5524012027	6601 Melrose Ave.
142	5524012058	6615 Melrose Ave. #1
143	5524012059	6617 Melrose Ave. #1
144	5524012060	6619 Melrose Ave. #1
145	5524012061	6621 Melrose Ave.
146	5524012022	706 N. Highland Ave.
147	5524011014	700 N. Highland Ave.
148	5524011025	716 N. Highland Ave.
149	5524011026	724 N. Highland Ave.
150	5524011018	728 N. Highland Ave.
151	5524011019	732 N. Highland Ave.
152	5524011020	736 N. Highland Ave.
153	5524011021	738 N. Highland Ave.
154	5524011022	742 N. Highland Ave.
155	5524011023	750 N. Highland Ave.
156	5524011024	752 N. Highland Ave.
157	5524004028	800 N. Highland Ave.
158	5524004025	810 N. Highland Ave.
159	5524004016	816 N. Highland Ave.
160	5524004017	822 N. Highland Ave.
161	5524004018	828 N. Highland Ave.
162	5524004019	836 N. Highland Ave.
163	5524004020	840 N. Highland Ave.
164	5524004021	844 N. Highland Ave.
165	5524004022	Highland Ave
166	5524004023	860 N. Highland Ave.
167	5532013031	900 N Highland Ave
168	5532013033	Highland Ave
169	5532013032	940 N Highland Ave
170	5532013030	950 N Highland Ave
171	5532028009	1001 N Highland Ave
172	5532028011	1006 N Mansfield Ave.
173	5532028004	1025 N Highland Ave
174	5532028008	1035 N Highland Ave
175	5532028007	1041 N Highland Ave.

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176	5532028006	Highland Ave
177	5532028012	1051 N Highland Ave
178	5532028017	6820 Santa Monica Blvd
179	5532028018	6838 Santa Monica Blvd.
180	5532028015	Mansfield Ave
181	5532018007	6861 Santa Monica Blvd
182	5532018009	1132 N Mansfield Ave
183	5532018008	Mansfield Ave
184	5532018005	1116 N Mansfield Ave
185	5532018004	Mansfield Ave
186	5532018010	6850 Lexington Ave
187	5532019013	6824 Lexington Ave
188	5532019018	1140 N Citrus Ave
189	5532019017	6801 Santa Monica Blvd
190	5532019016	6801 Santa Monica Blvd
191	5532019015	1107 N Highland Ave
192	5532019019	1135 N Highland Ave
193	5532019003	1141 N Highland Ave
194	5532019002	1151 N Highland Ave
195	5532019001	1153 N Highland Ave
196	5532006028	1213 N. Highland Ave.
197	5532006007	1227 N. Highland Ave.
198	5532006029	1233 N. Highland Ave.
199	5532006024	1243 N. Highland Ave.
200	5532006001	1255 N. Highland Ave.
201	5548024050	1309 N Highland Ave
202	5548024036	1311 N Highland Ave
203	5548024045	1323 N Highland Ave
204	5548024046	1333 N Highland Ave
205	5548024042	1343 N Highland Ave
206	5548024051	1347 1/2 N Highland Ave
207	5547033001	1410 N Highland Ave
208	5547033002	1354 N Highland Ave
209	5547033003	1350 N Highland Ave
210	5547033004	1344 N Highland Ave
211	5547033032	1342 N Highland Ave
212	5547033008	1330 N Highland Ave
213	5547033009	1328 N Highland Ave
214	5547033010	1320 N Highland Ave
215	5547033011	1318 N Highland Ave
216	5547033400	1300 N Highland Ave
217	5532005028	1258 N. Highland Ave.
218	5532005040	1248 N. Highland Ave.
219	5532005004	1242 N. Highland Ave.
220	5532005032	1238 N. Highland Ave.
221	5532005041	1220 N. Highland Ave.

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222	5532005011	1206 N. Highland Ave.
223	5532005012	1200 N. Highland Ave.
224	5532005013	6769 Lexington Ave.
225	5532020001	1160 N Highland
226	5532020002	1154 N Highland Ave
227	5532020003	1150 N Highland Ave
228	5532020004	1144 N Highland Ave
229	5532020005	1138 N Highland Ave
230	5532020006	1136 N Highland Ave
231	5532020007	1128 N Highland Ave
232	5532020008	1120 N Highland Ave
233	5532020028	6775 Santa Monica Blvd
234	5532020011	6751 Santa Monica Blvd
235	5532020012	1117 N McCadden Pl
236	5532020013	1119 N McCadden Pl
237	5532020014	1123 N McCadden Pl
238	5532020018	1125 N McCadden Pl
239	5532020017	1125 N McCadden Pl
240	5532020018	1145 N McCadden Pl
241	5532020019	1149 N McCadden Pl
242	5532020020	1153 N McCadden Pl
243	5532020023	6764 Lexington Ave
244	5532020022	6762 Lexington Ave
245	5532020021	1157 N McCadden Pl
246	5532027019	6766 Santa Monica Blvd.
247	5532027018	1050 N Highland Ave
248	5532027016	6750 Santa Monica Blvd.
249	5532027008	1036 N Highland Ave.
250	5532027009	1032 N Highland Ave
251	5532027017	1026 N Highland Ave.
252	5532027012	1014 N Highland Ave
253	5532027013	1010 N Highland Ave
254	5532027014	1000 N Highland Ave
255	5532027004	1007 N McCadden Pl
256	5532027003	1021 N McCadden Pl
257	5532027002	1025 N McCadden Pl
258	5532027001	1041 N McCadden Pl
259	5532013900	929 N Las Palmas
260	5532026035	6721 Romaine St
261	5532026036	1017 N Las Palmas Ave
262	5532026034	1024 N McCadden Pl
263	5532026033	1028 N McCadden Pl
264	5532026032	1030 N McCadden
265	5532026031	1040 N McCadden Pl
266	5532026005	1044 N McCadden Pl
267	5532026023	6700 Santa Monica Blvd

268	5532021028	1111 N Las Palmas Ave
269	5532021024	1111 N Las Palmas Ave
270	5532021010	1119 N Las Palmas Ave
271	5532021902	6725 Santa Monica Blvd
272	5532021026	1118 N McCadden Pl
273	5532021005	1138 N McCadden Pl
274	5532021004	1142 N McCadden Pl
275	5532021003	McCadden Pl
276	5532021027	1154 N McCadden Pl
277	5532021014	Las Palmas Ave
278	5532021015	1145 N Las Palmas Ave
279	5532021016	Las Palmas Ave
280	5532021017	1155 N Las Palmas Ave
281	5532021018	1161 N Las Palmas Ave
282	5532022001	1160 N Las Palmas Ave
283	5532022002	1156 N Las Palmas Ave
284	5532022003	1144 N Las Palmas Ave
285	5532022004	1138 N Las Palmas Ave
286	5532022005	1134 N Las Palmas Ave
287	5532022006	1128 N Las Palmas Ave
288	5532022008	1120 N Las Palmas Ave
289	5532022010	6677 Santa Monica Blvd
290	5532022024	6665 Santa Monica Blvd
291	5532022026	6666 Lexington Ave
292	5532022025	6650 Lexington Ave
293	5532022019	6640 Lexington Ave
294	5532022023	6641 Santa Monica Blvd
295	5532023012	Santa Monica Blvd
296	5532023002	6616 Lexington Ave
297	5532023001	6600 Lexington Ave
298	5532023003	1145 Seward St
299	5532023004	1141 Seward St
300	5532023015	Santa Monica Blvd
301	5532023016	6601 Santa Monica Blvd
302	5532023011	6621 Santa Monica Blvd
303	5532023008	6611 Santa Monica Blvd
304	5532023013	6609 Santa Monica Blvd
305	5532025001	6678 Santa Monica Blvd.
306	5532025002	6674 Santa Monica Blvd.
307	5532025003	6670 Santa Monica Blvd.
308	5532025004	6666 Santa Monica Blvd
309	5532025005	6662 Santa Monica Blvd
310	5532025006	6660 N Sepulveda Blvd.
311	5532025007	6648 Santa Monica Blvd
312	5532025008	6642 Santa Monica Blvd
313	5532024013	6600 Santa Monica Blvd

314	5532024009	6605 Eleanor Ave
315	5532025016	1040 N Las Palmas Ave.
316	5532024007	6601 Romaine St
317	5532014039	6650 Romaine St
318	5532014901	Romaine St
319	5532014038	959 Seward St
320	5532014034	6555 Barton Ave
321	5532014033	6547 Barton Ave
322	5532014032	6545 Barton Ave
323	5532014031	6541 Barton Ave
324	5532015046	911 Seward St
325	5532015047	905 Seward St
326	5532015048	901 Seward St
327	5533024001	861 Seward St.
328	5533024020	849 Seward St.
329	5533024021	843 Seward St.
330	5533024028	835 Seward St.
331	5533024029	823 Seward St.
332	5533024023	817 Seward St.
333	5533024003	Seward St
334	5533024004	Seward St
335	5533024026	801 Seward St.
336	5533037001	755 Seward St.
337	5533037002	747 Seward St.
338	5533037003	743 Seward St.
339	5533037004	737 Seward St.
340	5533037005	735 Seward St.
341	5533037023	729 Seward St.
342	5533037024	6101 Melrose Ave.
343	5533036013	6063 Melrose Ave.
344	5533036012	6051 Melrose Ave
345	5533036025	708 Seward St.
346	5533036015	712 Seward St.
347	5533036016	720 Seward St.
348	5533036017	722 Seward St.
349	5533036026	736 Seward St.
350	5533036021	742 Seward St.
351	5533036022	748 Seward St.
352	5533036023	752 Seward St.
353	5533036024	758 Seward St.
354	5533025008	800 Seward St.
355	5533025009	812 Seward St.
356	5533025010	816 Seward St.
357	5533025011	820 Seward St.
358	5533025012	826 Seward St.
359	5533025013	830 Seward St.

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360	5533025026	838 Seward St.
361	5533025025	840 Seward St.
362	5533025028	Seward St.
363	5533025017	856 Seward St.
364	5533025018	856 Seward St.
365	5533023027	900 Seward
366	5533023026	936 Seward St.
367	5533023017	952 N Hudson Ave.
368	5533023018	952 Seward St.
369	5533023001	957 N Hudson Ave.
370	5533023002	953 N Hudson Ave.
371	5533023003	947 N Hudson Ave
372	5533012025	1000 Seward St.
373	5533012017	1010 Seward St.
374	5533012018	1016 Seward St.
375	5533012019	1018 Seward St.
376	5533012020	1026 Seward St.
377	5533012021	1028 Seward St.
378	5533012022	1034 Seward St.
379	5533012032	Santa Monica Blvd
380	5533012031	Santa Monica Blvd
381	5533012030	6568 Santa Monica Blvd.
382	5533012002	6560 Santa Monica Blvd.
383	5533012027	6550 Santa Monica Blvd.
384	5533012028	1045 N Hudson Ave.
385	5533011001	6567 Santa Monica Blvd.
386	5533011002	1110 Seward St.
387	5533011020	1122 Seward St.
388	5533011021	1130 Seward St.
389	5533011003	6561 Santa Monica Blvd.
390	5533010041	6539 Santa Monica Blvd.
391	5533010017	1117 Wilcox Pl
392	5533010044	6525 Santa Monica Blvd.
393	5533013029	6522 Santa Monica Blvd.
394	5533013028	6518 Santa Monica Blvd.
395	5533013002	6512 Santa Monica Blvd.
396	5533013005	1048 N Hudson Ave.
397	5533013001	6500 Santa Monica Blvd.
398	5533010042	6511 Santa Monica Blvd.
399	5533010005	1120 Wilcox Pl
400	5533009018	1116 Wilcox Ave.
401	5533009902	6451 Santa Monica Blvd.
402	5533009031	6439 Santa Monica Blvd.
403	5533009030	1129 Cole Ave.
404	5533009028	6435 Santa Monica Blvd.
405	5533009017	1102 Wilcox Ave.

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406	5533014002	6464 Santa Monica Blvd.
407	5533014001	6432 Santa Monica Blvd.
408	5533014900	1037 Cole Ave
409	5533014901	1033 Cole Ave
410	5533014005	1027 Cole Ave.
411	5533014023	1023 Cole Ave.
412	5533014024	1017 Cole Ave.
413	5533014008	1011 Cole Ave.
414	5533014020	1001 Cole Ave.
415	5533021030	957 Cole Ave.
416	5533021002	953 Cole Ave.
417	5533021037	947 Cole Ave.
418	5533021005	937 Cole Ave.
419	5533021028	927 Cole Ave.
420	5533021008	923 Cole Ave.
421	5533021009	Cole Ave
422	5533021010	Cole Ave
423	5533021011	905 Cole Ave.
424	5533021012	6205 Willoughby Ave.
425	5533028018	855 N Cahuenga Blvd.
426	5533028002	832 Cole Ave.
427	5533028004	826 Cole Ave.
428	5533028005	814 Cole Ave.
429	5533028006	800 Cole Ave.
430	5533028016	841 N Cahuenga Blvd.
431	5533028019	837 N Cahuenga Blvd.
432	5533028014	833 N Cahuenga Blvd.
433	5533028013	825 N Cahuenga Blvd.
434	5533028012	821 N Cahuenga Blvd.
435	5533028011	815 N. Cahuenga Blvd.
436	5533028017	807 N Cahuenga Blvd.
437	5533028007	6011 Waring Ave.
438	5533028008	801 N Cahuenga Blvd.
439	5533033902	6014 Waring Ave
440	5533033030	726 Cole Ave.
441	5533033008	720 Cole Ave
442	5533033009	716 Cole Ave
443	5533033010	710 Cole Ave.
444	5533033011	5925 Melrose Ave.
445	5533033012	5901 Melrose Ave.
446	5533033027	705 N. Cahuenga Blvd.
447	5533033034	717 N Cahuenga Blvd. A1
448	5533033035	717 N Cahuenga Blvd. A2
449	5533033036	717 N Cahuenga Blvd. A3
450	5533033037	717 N Cahuenga Blvd. A4
451	5533033038	717 N Cahuenga Blvd. A5

452	5533033039	717 N Cahuenga Blvd. B1
453	5533033040	717 N Cahuenga Blvd. B2
454	5533033041	717 N Cahuenga Blvd. B3
455	5533033042	717 N Cahuenga Blvd. B4
456	5533033043	717 N Cahuenga Blvd. B5
457	5533033016	721 N. Cahuenga Blvd.
458	5533033017	727 N Cahuenga Blvd
459	5533033018	731 Cahuenga Blvd
460	5533033019	739 N. Cahuenga Blvd.
461	5533033026	745 N Cahuenga Blvd.
462	5533032012	5865 Melrose Ave.
463	5533032013	5851 Melrose Ave.
464	5533032014	706 N Cahuenga Blvd.
465	5533032011	720 N Cahuenga Blvd.
466	5533032009	720 N Cahuenga Blvd.
467	5533032030	726 N Cahuenga Blvd.
468	5533032029	738 N Cahuenga Blvd.
469	5533032005	740 N Cahuenga Blvd.
470	5533032004	742 N Cahuenga Blvd.
471	5533032003	746 N Cahuenga Blvd.
472	5533032002	752 N Cahuenga Blvd.
473	5533032001	758 N Cahuenga Blvd.
474	5533032025	755 Lillian Way
475	5533029002	836 N Cahuenga Blvd.
476	5533029001	850 N Cahuenga Blvd.
477	5533030001	858 Lillian Way
478	5533030002	850 Lillian Way
479	5533030027	832 Lillian Way
480	5533030022	827 Lillian Way
481	5533030007	830 Lillian Way
482	5533030026	823 N. Vine St.
483	5533030010	812 Lillian Way
484	5533030011	806 Lillian Way
485	5533030025	802 Lillian Way
486	5533020023	914 Cole Ave.
487	5533015018	1006 Cole Ave.
488	5533015019	1044 Cole Ave.
489	5533015003	6424 Santa Monica Blvd.

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

APPENDIX A

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS**CONTRACTOR AGREES THAT:**

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

EXHIBIT 2 APPENDIX A

Form Gen. 133 (Rev. 3/09)

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: Hollywood Media CorpDate: 5/5/14Agreement/Reference: Hollywood Media Corp

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers
	<input type="checkbox"/> Jones Act
<input checked="" type="checkbox"/> General Liability	
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)	
<hr/>	
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<hr/>	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds	100 % of Contract Price
<input type="checkbox"/> Crime Insurance	
<hr/>	
Other: _____	
<hr/>	
<hr/>	

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

- 1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

- 4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

CITYWIDE BUSINESS IMPROVEMENT DISTRICT PROGRAM NONPROFIT SERVICE PROVIDER AGREEMENTS INSURANCE REQUIREMENTS

Unless otherwise specified, Corporation/Consultant shall maintain limits no less than:

General Liability

General Liability Coverage of \$1,000,000 per occurrence is required. If commercial general liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (e.g. \$2,000,000)

Directors and Officers Liability Coverage

Director and Officers Liability coverage with a minimum liability limit of \$1,000,000 is required.

Workers' Compensation Coverage

Workers' Compensation coverage with a minimum statutory liability limit of \$1,000,000 is required.

**LOS ANGELES CITY CLERK
NEIGHBORHOOD AND BUSINESS
IMPROVEMENT DISTRICT DIVISION
200 NORTH SPRING STREET, ROOM 224
LOS ANGELES, CA 90012**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2014

HWS EX 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher 505 N. BRAND BLVD. #600 GLENDALE		CA 91203		CONTACT NAME: Josinica R. Gonzales PHONE (A/C, No. Ext): 8185391348 E-MAIL ADDRESS: josinica_gonzales@ajg.com	FAX (A/C, No):
INSURED Hollywood Media 1304 N. Highland Ave. #200 Los Angeles		CA 90028		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Insurance Co INSURER B : State Compensation Insurance Fund of CA INSURER C : Travelers Casualty and Surety Co America INSURER D : INSURER E : INSURER F :	
				NAIC #	
				36161 35076 31194	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
				THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	X660-594X7338-TIL-14	02/04/2014 02/04/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS					SCHEDULED AUTOS NON-OWNED AUTOS
	UMBRELLA LIAB					OCCUR
	EXCESS LIAB					CLAIMS-MADE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9012240-14	02/01/2014 02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	DED <input type="checkbox"/> RETENTION \$					
	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH- ER					
	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000					
	Directors & Officers Liability					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
The Certificate Holder is included as Additional Insured as respects General Liability form GN018801/96.						

CERTIFICATE HOLDER		CANCELLATION	
City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
CA 90012		AUTHORIZED REPRESENTATIVE Josinica R. Gonzales	

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City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Hollywood Media District Property will:

Name of Business

Owners Assoc

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles, Los Angeles, California
City/County/StateNov. 4-2014

Date

Hollywood Media District 1304 N. Highland Ave. PMB #200
Property Owner's Association LA, CA 90028

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

EXEC. DIRECTOR323-860-0025

Telephone Number

LWO – DEPARTMENTAL DETERMINATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance **AFTER THE CONTRACT HAS BEEN EXECUTED**. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO	
Dept: <i>Art/Arts</i>	Contract Administrator: <i>1L-Sinc</i> Contact Phone: <i>213-878-1125 MS# 115</i>
CONTRACT INFO	
Contractor Name: <i>Hollywood Media Producers Inc.</i>	Contract # <i>11115</i>
Contractor Address: <i>1324 S. Figueroa St. 10th Fl. Los Angeles</i>	State: <i>CA</i> Zip: <i>90021</i>
Project/Contract Name: <i>Hollywood Media Inc.</i>	
Purpose of Contract: <i>11115</i>	
Contract Amount: \$ <i>11115</i>	Term: Start Date <i>12/1/2014</i> End Date <i>12/31/2014</i>

SECTION I

DETERMINING APPLICABILITY TO LWO

1	Check off ONE box that best describes the contract, then Continue to #2: This is a <input type="checkbox"/> New Contract <input type="checkbox"/> Contract Amendment			
2	If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.			
3	If you checked off "Contract Amendment" Please answer the following questions about the original contract: <table border="1" style="margin-left: 20px;"> <tr> <td>a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received:</td> </tr> </table>	a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No	b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received:	
a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No				
b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received:				
4	If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.			
5	Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6.			
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO.				
These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO.				
PART A		PART B	PART C	PART D
<input type="checkbox"/> Service contract that is less than 3 months <u>OR</u> \$25,000 or less ¹ <input type="checkbox"/> Other governmental entity ² <input type="checkbox"/> Purchase or rental of goods, equipment, property ³ <input type="checkbox"/> Construction contract ⁴ <input checked="" type="checkbox"/> Funded by Business Improvement District (BID) assessment money ⁵ <input checked="" type="checkbox"/> Financial assistance is below both LWO CFAR thresholds: ⁶ (a) Financial assistance must be less than \$1 Million in a 12-month period <u>AND</u> (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).		<input type="checkbox"/> Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/> Public leases or licenses	<input type="checkbox"/> City Financial Assistance Recipient (CFAR) ⁷
6	If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.			
7	If you checked off a box in Part B or C, SKIP TO #9.			
8	If you checked off the box in Part D, SKIP TO #13.			
9	If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.			YES NO

a	Are some of the services rendered by employees whose work site is on property owned by the City? <input type="checkbox"/> <input type="checkbox"/>		
b	Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)? <input type="checkbox"/> <input type="checkbox"/>		
c	Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources? <input type="checkbox"/> <input type="checkbox"/>		
d	Has the DAA determined in writing that coverage would further the proprietary interests of the City? <input type="checkbox"/> <input type="checkbox"/>		
10	If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.		
11	You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm , then Continue to #12.		
12	Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.		
13	Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.		
a	Does the agreement intend to promote economic development? <input type="checkbox"/> <input type="checkbox"/>		
14	If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.		
15	Answer the following questions to determine whether the CFAR is subject to the LWO.		
a	Is the Financial Assistance given in a 12-month period and above \$1 Million? <input type="checkbox"/> <input type="checkbox"/>		
b	Is the Financial Assistance \$100,000 or more on a continuing basis? <input type="checkbox"/> <input type="checkbox"/>		
16	If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.		

ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

EXHIBIT

¹ **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

² **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

³ **Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - "Incidental services" means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

⁴ **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

⁵ **Business Improvement Districts (BID):** Service agreements funded with the BID's assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID's assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

⁶ **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below: The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is the amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

Financial Assistance = (Amount of Loan @ AFR) – (Amount of Loan @ City rate)

Financial Assistance = (\$5,000,000 x 4.6%) – (\$5,000,000 x 4%)

Financial Assistance = \$230,000 – \$200,000

Financial Assistance = \$30,000

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

⁷ **City Financial Assistance Recipient –** Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. § 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the American with Disabilities Act 42 U.S.C. 1201 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parted entered into this transaction.

Contract NUMBER _____

Hollywood Media District
CONTRACTOR/BORROWER/AGENCY

Property Owner's
Hollywood ASSOCIATION

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.

1. Information Regarding Proposed Contract

Project Name/Description: Hollywood Media Network Project Owners' Agreement
RFB/RFQ/RFP # (if any): _____ Date RFB/RFQ/RFP Released: _____
Procuring Dept.: _____ Mail Stop #: 155
Name of Dept. Contact: Rich Sauer Phone: 213-572-1121

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: Hollywood Media Network Project Owners' Agreement
Company Address: 1304 N. Highland Ave Los Angeles
City: Los Angeles State: CA Zip: 90038

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) DEC 05 2014

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and Service Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Marc Wright Phone (213) 847-2408

DAA Representative Signature Marc Wright Date DEC 05 2014

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Hollywood Media District Property Owner's Association
Company Name, Address and Phone Number *1504 N. Highland, #200*
323-860-0088

John W. Ed.
Signature of Officer or Authorized Representative

11-04-14
Date

STEVEN WHIDON *EXEC. DIRECTOR*
Print Name and Title of Officer or Authorized Representative

City Clerk
Awarding City Department

Contract Number

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Clerk *Rick Sims 213-978-1111*
City Department/Division Awarding Contract *Hollywood Blvd* City Contact Person
City Bid or Contract Number (if applicable) and Project Title Phone

BIDDER/CONTRACTOR INFORMATION

Hollywood Media District Property Owner's Association
Bidder/Proposer Business Name
1304 N. Highlands Ave PMB# 200 LA, CA 90028 Street Address City State Zip
STEVEN WHITMAN, EXEC. DIRECTOR 323-860-0088 Contact Person, Title Phone Fax
323-860-0089

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

An initial submission of a completed Questionnaire.
 An update of a prior Questionnaire dated 05/27/2005
 No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 11/04/2004 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

STEVEN WHITMAN, ED. *JLH* *11-04-74*
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 02/23/2000 State of incorporation: CA

List the corporation's current officers.

President: Mike Malick

Vice President: Ron Goepel

Secretary: Will Anarek

Treasurer: Lance Goldman

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____ / ____ / ____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____ / ____ / ____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____ / ____ / ____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____ / ____ / ____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 14 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

C-108281

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

STEVEN WHIDAN, E.O.
Print Name, Title

John S. S.
Signature

11-04-14
Date

EXHIBIT EBO WAIVER

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE AWARDING AUTHORITY REQUEST FOR WAIVER

Company Name: Hollywood Meets Astoria Agency owners ^{ASOC} Phone: 523-860-0088
Company Address: 1304 N. Hollywood Ave 200 LA CA 90028
City: CA State: CA Zip: 90028 EIN/TIN: 95-4779871
Contract Number (if any):
Contract Term - Start Date: 7-1-15 End Date: 12-31-2024
Contract Amount: \$14
Type of Service: Hollywood Meets Astoria BID Administtrate

SECTION 1. BASIS FOR REQUEST FOR WAIVER FROM EQUAL BENEFITS ORDINANCE

List all code section(s) on which this request for waiver is based. Cite all sections that may apply.

Business Improvement Districts are except from
EBO regulation 4 (3)(1)(a)

SECTION 2. REASON FOR WAIVER

Attach a memorandum detailing:

- (1) Why the waiver is being requested.
- (2) The facts and circumstances that support your determination that the contract meets all the criteria required in the code section(s) listed above.
- (3) The steps taken to find an entity that complies with the Equal Benefits Ordinance (EBO).

SECTION 3. SUBMIT REQUEST FOR WAIVER

Submit this request for waiver and all documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) at the address referenced above. The OCC will make a determination within seven (7) working days of receipt of a request for waiver and all supporting documentation.

Name of contact person: Rick Scott Title: Business Mgr
Department: City Clerk Phone: 213-578-1121
Signature: RLC/RS Date: 11/25/14

An approved waiver is valid only for the contract for which it was requested. It is not valid for any other contracts the contractor may have with the City.

FOR OCC USE ONLY	
Not Approved. (See attached memorandum for explanation.)	
Approved based on code section(s):	
Analyst:	Date:

Ex C

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: November 25, 2014

TO: Kimberly Fitzpatrick
Bureau of Contract Administration
Department of Public Works

FROM: Rick Scott *MS*
Administrative Services Division
Office of the City Clerk

SUBJECT: EBO Waiver Request

This contract, between the City of Los Angeles and the Hollywood Media Business Improvement District Property Owners Association is specifically for the administration of the Hollywood Media Business Improvement District (see recommendation #2 of the attached Council Action, dated July 30, 2014 and the Ordinance # 183155, adopted August 1, 2014). As such, the contract is for the management of trust fund money per EBO Regulation 4(B) and L.A.A.C. 10.8.2.1(1)(2)(9) and therefore, EBO is non-applicable. In this case, the Fund is the City's Special Business Improvement Trust Fund 659, in which assessments are collected by the City on the BID's behalf and tendered to the Hollywood Media BID through the administration contract between the City and the Hollywood Media District BID's 501c non-profit administrator, the Hollywood Media District Property Owners Association.

The signed and dated EBO Waiver Request Form for the Hollywood Media District Property Owners Association is attached to this memorandum.

Attachments

EX 6

CITY OF LOS ANGELES

CALIFORNIA

HOLLY L. WOLCOTT
Interim City Clerk



When making inquiries relative to
this matter, please refer to the
Council File No.

ERIC GARCETTI
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

SHANNON HOPPES
Council and Public Services
Division

www.cityclerk.lacity.org

August 4, 2014

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council File No. 12-0963,
at its meeting held July 30, 2014.

City Clerk
io

OFFICIAL Mayor's Time Stamp

RECEIVED

2014 JUL 30 PM 3:03

CITY OF LOS ANGELES

TIME LIMIT FILES
ORDINANCES

FORTHWITH

EX 6
City Clerk's Time Stamp

RECEIVED

2014 JUL 30 PM 3:01

CITY CLERK

BY DEPUTY

COUNCIL FILE NUMBER 12-0963

COUNCIL DISTRICT 4, 5, 13

COUNCIL APPROVAL DATE July 30, 2014

LAST DAY FOR MAYOR TO ACT AUG 11 2014

ORDINANCE TYPE: Ord of Intent Zoning Personnel General
 Improvement LAMC LAAC CU or Var Appeals - CPC No.

SUBJECT MATTER: ESTABLISHMENT OF THE HOLLYWOOD MEDIA DISTRICT PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, PURSUANT TO SECTION 53753 OF THE CALIFORNIA GOVERNMENT CODE, SECTION 36600 ET SEQ. OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

APPROVED DISAPPROVED

PLANNING COMMISSION

DIRECTOR OF PLANNING

CITY ATTORNEY

X

CITY ADMINISTRATIVE OFFICER

PLANNING AND LAND USE
MANAGEMENT COMMITTEE

BY
CITY CLERK
DEPUTY

2014 AUG - 1 AM 10:16

CITY CLERK'S OFFICE

ACTING

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO AUG 01 2014
(*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 250(b)(c))

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR AUG - 1 2014

ORDINANCE NO.

183155

DATE PUBLISHED AUG - 5 2014

DATE POSTED

EFFECTIVE DATE

SEP - 5 2014

ORD OF INTENT: HEARING DATE

ASSESSMENT CONFIRMATION

ORDINANCE FOR DISTRIBUTION: YES — NO —



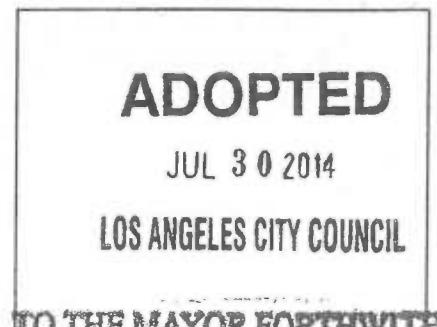
Ex 6

Council Action

The City Council ADOPTED the following recommendation(s), relative to the establishment of the Hollywood Media District Property and Business Improvement District (District), SUBJECT TO THE APPROVAL OF THE MAYOR:

1. PRESENT and ADOPT the accompanying ORDINANCE establishing the District and confirming the assessments to be levied upon properties within the District, as described in the Management District Plan.
2. AUTHORIZE the City Clerk, subject to approval of the City Attorney, to prepare, execute and administer an operating agreement between the City and the Hollywood Media District non-profit corporation for administration of the District.

Council File No. 12-0963



Ex 6

183155
ORDINANCE NO.

An ordinance establishing the Hollywood Media District Property and Business Improvement District (District) and levying assessments, pursuant to the Provisions of the Property and Business Improvement District Law of 1994 (Division 18, Part 7, Streets and Highways Code, State of California).

WHEREAS, the Property and Business Improvement District Law of 1994 authorizes cities to establish Property and Business Improvement Districts for the purpose of levying assessments on real property for certain purposes; and

WHEREAS, petitions were filed by property owners in the Hollywood Media District business community who would pay more than 50 percent of the total amount of assessments to be levied, requesting that the City Council establish the Hollywood Media District Business Improvement District;

WHEREAS, the Management District Plan and Engineer's Report supporting the establishment of the proposed Business Improvement District have been reviewed and approved by the Office of the City Clerk.

WHEREAS, the City Council, on June 4, 2014, adopted Ordinance No. 183,067 declaring its intention to establish the Hollywood Media District Business Improvement District and levy assessments;

WHEREAS, the City Clerk gave notice, in the manner specified in Government Code Section 53753, to the record owner of each parcel subject to the levy of an assessment that a public hearing would be held on Tuesday, July 29, 2014 concerning establishment of the District; and

WHEREAS, the City Council held a public hearing concerning establishment of the District shortly after 10:00 a.m. on JUL 29 2014 in the John Ferraro Council Chamber, Room 340, City Hall, 200 North Spring Street, Los Angeles, California; and

WHEREAS, the City Council has heard all testimony and received all evidence concerning the establishment of the District and desires to establish the District.

NOW THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. ESTABLISHMENT OF DISTRICT AND LEVY OF ASSESSMENTS.
The City Council hereby establishes the Hollywood Media District Business Improvement District and levies an assessment on each property within the District for

Ex 6

each fiscal year referred to in the Management District Plan.

Sec. 2. MAJORITY PROTEST. The City Council hereby finds that there was no majority protest against the establishment of the District and levy of assessments.

Sec. 3. ADOPTION OF ENGINEER'S REPORT AND MANAGEMENT DISTRICT PLAN. The City Council hereby reaffirms its adoption, approval, and confirmation of the Engineer's Report and the Management District Plan included in Council File No. 12-0963.

Sec. 4. BENEFIT TO PARCELS WITHIN THE DISTRICT. The City Council finds and declares that the properties within the District will receive a special benefit from the improvements and activities funded by the assessments to be levied.

Sec. 5. PROPORTIONAL BENEFIT. The City Council hereby reaffirms that the assessment imposed on each parcel does not exceed the reasonable cost of the proportional benefit conferred on that parcel.

Sec. 6. ASSESSMENTS SUPPORTED BY ENGINEER'S REPORT. The City Council hereby reaffirms that all assessments are supported by a detailed Engineer's Report prepared by a registered professional engineer certified by the State of California and reviewed and approved by the Office of the City Clerk.

Sec. 7. DISTRICT BOUNDARIES. The City Council hereby declares that the boundaries of the proposed District are as detailed in the Management District Plan. The proposed Hollywood Media District area consists of approximately 68 blocks primarily centered at the intersection of Santa Monica Boulevard and Highland Avenue in the Hollywood area of Los Angeles. The District is bounded roughly by La Brea Boulevard on the west, Lexington Avenue and DeLongpre Avenue on the north, Vine Street on the east and Willoughby Avenue and Melrose Avenue on the south.

All property within the approximate boundaries described above are included in the proposed District.

Sec. 8. THE DISTRICT'S ASSESSMENT. The City Council hereby reaffirms that the District's total assessment for ten (10) years is \$12,483,054, and the District's total annual assessment for the first year is estimated to be \$1,088,903.

Sec. 9. IMPROVEMENTS AND ACTIVITIES. The City Council hereby reaffirms that the District's activities and improvements are detailed in the Management District Plan and include, but are not limited to: Streetscape Services, Security Patrols, Improvements and Marketing and Management and Administration.

Sec. 10. FUNDING OF IMPROVEMENTS AND ACTIVITIES. The City Council declares that the improvements and activities to be provided in the District will be

funded by the levy of assessments on properties within the District. The revenue from the levy of assessments within the District shall not be used to provide improvements and activities outside the District or for any purpose other than the purposes specified in Ordinance No. 183067. The District will not issue bonds.

Sec. 11. AMENDMENT TO ENABLING STATUTE. The properties and businesses within the District established by this Ordinance shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (Division 18, Part 7, Streets and Highways Code, State of California.)

Sec. 12. DISTRICT OPERATIONAL PERIOD. The District's operational period shall begin on January 1, 2015 and end on December 31, 2024.

Sec. 13. PERIOD TO REQUEST DISESTABLISHMENT. There shall be a 30-day period in each year of the District's operation during which property owners may request disestablishment of the District. The first period shall begin one year after the effective date of this ordinance and shall continue for 30 days. The next 30-day period shall begin two years after the effective date of this ordinance and continue for 30 days. For each successive year of the District's operation, the 30-day period shall begin on the anniversary of the effective date of this ordinance and continue for 30 days.

Sec 14. SPECIAL FUND ESTABLISHMENT. The revenue from the assessment shall be collected and placed in the Special Trust Fund to be established and to be known as the Hollywood Media District Business Improvement District Fund (Fund). All interest and other earnings attributable to assessments, contributions and other revenue deposited in the Special Fund shall be credited to the Fund.

Ex 6

Sec. 15. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUL 30 2014.

HOLLY L. WOLCOTT, Interim City Clerk

By *HL* Deputy

Approved AUG 01 2014

Mark L. Henley Mayor
ACTING

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By *Christy N. Hiura*
CHRISTY NUMANO-HIURA
Deputy City Attorney

Date 7/15/14

Council File No. 12-09163

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

EXHIBIT

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 4 day of November, in the year 2019, at LA, CA.
(CITY) (STATE)

Hollywood Media District
PROPERTY OWNER'S ASSN.
COMPANY NAME

AUTHORIZED SIGNATURE

NAME AND TITLE (TYPE OR PRINT)

323-860-0088

TELEPHONE/E-MAIL

1504 N. Highland Ave. PMB #2

ADDRESS

Seiven Wilson, Exec. Director LA CA 90028

CITY, COUNTY, STATE, ZIP

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

*Hollywood Media District
Property Owners' Association*
COMPANY NAME
1304 N. Highland Ave. PMB #200

ADDRESS

Los Angeles, CA 90028

CITY, COUNTY, STATE, ZIP

See Whidden
AUTHORIZED SIGNATURE

NAME AND TITLE (TYPE OR PRINT)

STEVEN WHIDDEN, EXEC. DIRECTOR
TELEPHONE/E-MAIL

STEVEN@MEDIA DISTRICT.ORG

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement

City Clerk

Department Contact Person

Rick Surt

313-878-7131

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. STEVEN WITTMAN, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows: 323-860-0088
Hollywood Media District Property Owners Association

Company Name	Phone	Federal ID #
<u>1304 N. Highland Ave. PMB #200</u>	<u>LA</u>	<u>95-4779871</u>
Street Address	City	State
	<u>CA</u>	<u>90028</u>
3. Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 2005
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in 2000 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on November 4-2014 at LA, CA
(Date) (City) (State)
Signature: John W. Witzel Title: EXEC. DIRECTOR

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

W-9
 Form (Rev. October 2007)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <i>Hollywood Media District Property Owner's Association</i>	
	Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► <input type="checkbox"/> Other (see Instructions) ►		
Address (number, street, and apt. or suite no.) <i>1304 N. Highland Ave. # PMB 200</i> City, state, and ZIP code <i>LA CA 90028</i>		Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

or

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ►

John Weller

Date ►

11-04-2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

City of Los Angeles
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 E-mail: bca.eeoee@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

HMD PDA
 Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 4 day of November, in the year 2014, at LA, CA.

Signature

STEVEN WHISDON

Name of Signatory (Please Print)

EXEC. DIRECTOR

Title

72681

BAVN ID No.

1304 N. HICKMAN AVE AMB #200
 (City) LA (State) CA
90028
 City, State, Zip Code
95-477-9871
 EIN/TIN
STEVEN@MEDIADISTRICT.ORG
 E-Mail

BAVN VERIFICATION REQUEST / CONTRACT INFORMATION SHEET

Complete this form only for contract opportunities not advertised on BAVN. Fill out all fields and e-mail the completed form to bca.eeoee@lacity.org after verifying that the contractor has uploaded all required compliance documents to BAVN.

Awarding Department: City Clerk
Contact Name & Phone No: 125 SWE 213-578-1121

Contractor's Name: Hollywood Media District Property Owners
ALLIANCE

Contractor's BAVN Company ID No.: 72681

Contractor's Federal ID No. or EIN: 95-4779874

Contract Title or Description: Hollywood Media District BID

Contract Amount: NA

Contract Start Date: 01-01-15 End Date: 12-31-24

NOTE: If the FSHO Affidavit is not uploaded to BAVN, please check below:

FSHO not applicable: X FSHO-X Attached:

Comments:
